The Solicitors' Journal.

LONDON, DECEMBER 8, 1883.

CURRENT TOPICS.

THE NEW BANKRUPTCY RULES, although signed some days ago, were still in the printers' hands and not ready for delivery up to the time of our going to press. But if the outline of their contents which has been furnished to the *Times*—the substance of which we reprint elsewhere—is to be relied on, as we have reason to believe it is, they will be found to differ very widely in scope and completeness from the meagre and unsatisfactory draft which has been before many of our readers for consideration.

THE QUESTION propounded by the Lord Chancellor to the meeting of the judges held on Thursday, as to whether the judges of the Chancery Division ought not to be relieved from going circuit, is one of infinite moment to the suitors in that Division. We believe that the trials with witnesses, and many cases without witnesses, which are being heard in the Chancery Division at the present time were set down so long ago as January and February last, and we are informed that the time taken from the sittings of the judges in the Chancery Division in 1882 in consequence of their going circuit amounted to somewhere about 180 working days; and during the past year it has certainly not been less. The result to the suitor is necessarily grievous delay in matters frequently of a most pressing nature. It is to be hoped that the judges of the Queen's Bench Division will see their way to concurring in the suggestion of the Lord Chancellor.

THE ACTION of Mr. CHARLES RUSSELL, Q.C., in inducing Mr. Justice DENMAN to admit as evidence the statement of the prisoner in *Reg.* v. *O'Donnell*, has led to a letter from the Attorney-General to the Lord Chief Justice, and to an important announcement by the latter. Sir HENRY JAMES says that, if it "should turn out that the alleged right of counsel to make a prisoner's statement for him exists, it will be absolutely necessary that an opportunity of reply should be given to the counsel for the Crown." To this the Lord Chief Justice replies that the subject "is not new" to him, and states that, on his invitation, the judges, on the 26th of November, 1881, passed the following resolution at a meeting held in the Queen's Bench Room:—"That, in the opinion of the judges, it is contrary to the administration and practice of the criminal law, as hitherto allowed, that counsel for prisoners should state to the jury, as alleged existing facts, matters which they have been told in their instructions, on the authority of the prisoner, but which they do not propose to prove in evidence." The practice as to the admission of prisoners' statements has varied considerably from time to time. In the case of *R.* v. *Butcher* (2 Moo. & Rob. 228), the late Mr. Justice COLERIDGE would not allow a statement of the prisoner to be made by his counsel, saying, "I cannot allow counsel to make any statement of facts not intended to be proved without giving a reply to the counsel for the prosecution;" and a similar course was taken in the cases of *Reg.* v. *Rider* (8 C. & P. 539), and *Reg.* v. *Taylor* (1 F. & F. 535). But in *Reg.* v. *Dyer* (1 Cox C. C. 113) ALDERSON, B., allowed the prisoner to make a statement, though he was represented by counsel; and the same practice was allowed by MARTIN, B., in the case of *R.* v. *Manzans* (2 F. & F. 64), and by ROLFE, B., in the case of *Reg.* v. *Williams* (1 Cox C. C. 363). Finally, in the case of *Reg.* v. *Weston* (14 Cox C. C. 346), the case relied on by Mr. RUSSELL, the late Lord Chief Justice allowed the prisoner's counsel to give the prisoner's account of the matter, observing that the account was "entitled to consideration and credence if consistent with the rest of the evidence." It seems to us that the effect of the cases to which we have above referred, and of many others bearing upon the point, is simply to show that a discretion has been allowed to rest with the judges as to whether, in certain special cases, the prisoner's statement should be admitted in evidence or not. How far it is judicious to take away this discretion is a matter on which we desire to offer no opinion now. It is easy to conceive cases in which the admission of statements made by prisoners might lead to grave abuses, as well as cases in which the practice might be unattended with any mischievous results.

THAT REMARKABLE EFFORT of modern legislation, the Married Women's Property Act, 1882, certainly, in one respect, deserves the gratitude of every member of the profession, for it is an inexhaustibly fertile source of instructive and amusing inquiry. In last week's issue of the WEEKLY REPORTER, there will be found a case (*Symonds* v. *Hallett*, p. 103) which seems to suggest a novel question as to the meaning of the Act, and holds out no uncertain prospect of future litigation. In that case a husband who had ceased to cohabit with his wife, and against whom the wife had filed a petition for a divorce, had been restrained, by an interlocutory injunction granted by Mr. Justice CHITTY, from entering or continuing in possession of a leasehold house settled upon the wife for her separate use, and from in any way intermeddling with the wife's furniture therein. The Court of Appeal refused to disturb this injunction, although the wife was resident in the house; the court being of opinion that the husband showed no intention of entering it for the purpose of renewing cohabitation with his wife, but only to suit his own convenience; and the learned judges expressed a hope that the questions in issue might be brought before the House of Lords. But the interesting question of the future turns upon what will be the rights of a wife in respect of houses, &c., which she holds "in the same manner as if she were a *feme sole*" under the recent Act. In the somewhat obscure case of *Green* v. *Green* (reported in a note in 5 Ha., at p. 400), in which a similar injunction was granted, and which seems to have been the foundation for the decision of Mr. Justice CHITTY in *Symonds* v. *Hallett*, it was urged, *arguendo*, that an injunction to restrain a husband from entering or continuing in possession of the house in which his wife lives is equivalent to an indirect judicial separation; and, though this argument did not avail to prevent the injunction from issuing, the court, in both of the cases above cited, evidently thought it an important circumstance, requiring mature consideration. But these objections seem to have little weight under the new Act. Both its language and its policy seem calculated to put a prompt extinguisher upon such cavils. There even seems to be no need that the husband should begin by going away of his own free will. How could a wife possibly "hold" her own house more "as if she were a *feme sole*," than after she has first turned her husband out of doors and then obtained an injunction to restrain him from coming in again? This summary procedure, which seems almost worthy to have found a place among the new Rules of Court, opens a cheerful prospect for the husbands of strong-minded ladies married "after the commencement of this Act."

WE PRINT ELSEWHERE an interesting communication from "A Justices' Clerk" in reference to our recent remarks on the case of *Clew* v. *Hale*, in which the High Court refused to set aside as excessive the £150 damages which the plaintiff had recovered against justices of the peace for an illegal imprisonment. Our correspondent directs attention to the 13th section of 11 & 12 Vict. c. 44, which has a material bearing on the case. It is enacted by that section that "in all cases where the plaintiff in an action against justices of the peace shall seek to recover damages for imprisonment, he shall not be entitled to recover any sum beyond the amount of twopence as

damages for such imprisonment, or any costs of suit whatsoever, if it shall be proved that he was actually guilty of the offence of which he was convicted, and that he had undergone no greater punishment than that assigned by law for the offence of which he was convicted." Now in *Clew* v. *Hale* the plaintiff appears to have undergone no greater punishment than that assigned by law for the offence alleged to have been committed, but it happened, curiously enough, that the witness upon whose evidence the conviction had been obtained could not be, or at any rate was not, called at the trial of the action, so that the plaintiff could not at the trial be proved guilty of the offence alleged to have been committed, and of which, therefore, she must now be presumed to be innocent. Consequently the case became one of damages only. The requirement of re-calling at the trial the witness or witnesses upon whose evidence the conviction was obtained, appears to us to be out of place. For it is conceded that justices are absolute judges of fact, and where they have decided a question of fact upon the evidence before them, a wrong decision (or rather a different decision from that arrived at by the jury at the trial of the action) does not seem to afford any reason why they should have to pay damages. The more general question, whether justices of the peace should be exempt from all liability to damages whatever, is a very difficult one. On the one hand, they, as well as judges of the High Court, seem to come within the principle of the rule that no action lies for an act done in a judicial capacity. "It is essential in all courts," said KELLY, C.B., in delivering judgment in *Scott* v. *Stansfield* (L. R. 3 Ex. at p. 223), in which it was held that no action lay against a county court judge for slander from the bench, "that the judges who are appointed to administer the law should be permitted to administer it, under the protection of the law, independently and freely, without favour and without fear. This provision of the law is not for the protection or benefit of a malicious or corrupt judge, but for the benefit of the public, whose interest it is that the judges should be at liberty to exercise their functions with independence, and without fear of consequences. How could a judge so exercise his office if he were in daily and hourly fear of an action being brought against him?" On the other hand, it is very hard upon the individual to be illegally convicted, and it would be very hard to deprive him of damages. We cannot but think that the true remedy is to allow the damages to be recoverable, but out of some public fund.

A REMARKABLE INSTANCE of the peculiarities of "authorized" reports is afforded by the case of *Ex parte Great Western Railway Company, In re Gough*, which appears in this week's issue of the WEEKLY REPORTER, and also in the new number of the Chancery Division series of the *Law Reports*. The WEEKLY REPORTER states in three lines the decision to which the Vice-Chancellor came; but in the *Law Reports* we find a judgment which covers half a page. We are informed that, as a fact, *no such judgment was delivered*. We have always supposed that a report should represent substantially what actually was said in court, not what might have been appropriately said. To condense and to correct the slips which most speeches contain is within the reporter's province. It is not for us to dictate to the judges how far they are at liberty to amend for the authorized reports the judgments which they actually delivered. But the accuracy and the literary character of the law reports is open to the criticism of everyone, and the limits within which alterations can be allowed in what professes to be a record, and not a work of imagination, are obvious. The case we have mentioned shows a more than Thucydidean boldness in giving the sort of thing that might have been said.

A special meeting of all the judges was to be held at the Royal Courts of Justice on Thursday, when among other matters to be discussed would be the important question raised by the Lord Chancellor, as to the expediency of the judges of the Chancery Division discontinuing going on circuit in future. It is stated that a meeting of the judges of the Queen's Bench Division was held early this week in the Lord Chief Justice's room at the Royal Courts of Justice, in order to deliberate on a proposal that has emanated from the Lord Chancellor to the effect that the chancery judges shall discontinue going on circuit in consequence of the great delay their absence has frequently occasioned in the progress of business in the Chancery Courts. The consultation lasted considerably over an hour, and the proceedings were of an entirely confidential nature. It is, however, believed that their lordships did not arrive at any final decision.

PREFERENTIAL DEBTS.

IN the three main branches of administrative business there are certain creditors who, from motives of policy or compassion, are allowed to take precedence of the rest in the distribution of insufficient assets; yet, for some inscrutable reason, in no two of these administrations are the classes of preferred creditors identical. By the statutes of last session these classes have been defined in the cases of bankruptcy and the winding up of companies, and the law as to the administration of the estates of deceased persons has been assimilated to that of bankruptcy when the estate—as it may be under the new Act—is administered in bankruptcy. If, however, an insolvent estate is administered under the ordinary jurisdiction of the Chancery Division, the old rules will prevail, and the classes of preferred creditors will be different from those under the bankruptcy law. There was a considerable conflict of authority as to whether section 32 of the Bankruptcy Act, 1869, which defined the classes of preferred creditors, was imported by the 10th section of the Judicature Act, 1875, into the winding up of companies, and the administration by the court of the assets of deceased persons. Sir George Jessel, M.R., in *Re Norton Ironworks Company* (26 W. R. 53), and Malins, V.C., in *Re The Association of Land Financiers* (29 W. R. 277, L. R. 16 Ch. D. 373), decided that clerks or servants (one class of preferred creditors) were entitled to the same priority in winding up as in bankruptcy; while Sir George Jessel, M.R., decided in *Re Albion Steel and Wire Company* (26 W. R. 348, L. R. 7 Ch. D. 547) that local rates (which are also included in section 32 of the Bankruptcy Act) were not entitled to priority in the liquidation of a company. In support of the latter decision may be cited *Smith* v. *Morgan* (L. R. 5 C. P. D. 337), and *Winchouse* v. *Winchouse* (30 W. R. 729, L. R. 20 Ch. D. 545), where the Common Pleas Division and Lord Justice Fry (then Mr. Justice Fry) respectively decided that the provision in section 32 of the Bankruptcy Act, whereby all debts, except those expressly mentioned in the section, are to be paid *pari passu*, had not been introduced into the administration of insolvent estates; and, therefore, that a creditor who had obtained judgment against the executor was still entitled in priority to other creditors of equal degree. The preponderance of authority is thus against preferential debts in bankruptcy being entitled to a like preference in the other branches of administration; and the question seems to be definitively settled according to that view by the express statutory provision in the case of companies to which we must now refer.

By the Companies Act, 1883 (46 & 47 Vict. c. 28), it is provided that in the distribution of the assets of any company in liquidation there shall be paid in priority to other debts:—

"(*a.*) All wages or salary of any clerk or servant in respect of services rendered to the company during four months before the commencement of the winding up, not exceeding £50; and

"(*b.*) All wages of any labourer or workman in respect of services rendered to the company during two months before the commencement of the winding up."

This Act gives legislative authority to the decisions in *Re Norton Ironworks*, and *Re The Association of Land Financiers*, while it furnishes the strongest argument against the soundness of these decisions themselves. It sets up the claims of clerks, servants, labourers, and workmen as being in accordance with natural justice, but leaves parochial and local rates, which obtain priority in bankruptcy, to come in with the other creditors. (See *Re The Albion Steel and Wire Company, suprà*; *Re The Manston Coal Company* 27 SOLICITORS' JOURNAL, 332). If, however, the property is retained by the liquidator for the convenience of the winding up, and a rate is made in respect of such occupation, the court has, it seems, a discretionary power to allow payment in full of such rate in priority to the claims of other creditors: *In re Watson, Kipling, & Co.* (31 W. R. 574, L. R. 23 Ch. D. 500). The Crown, not being named in the Companies Acts, is not bound thereby; and, accordingly, by virtue of its prerogative may claim payment in full of a debt due from the company for income tax, or any other Queen's tax, before the other creditors receive anything. This subject was fully discussed in *Re Henley & Co.* (26 W. R. 885, L. R. 9 Ch. D. 469), where it was laid down by Lord Justice James that, "whenever the right of the Crown and the right of a subject with respect to the payment of a debt of equal degree come into competition, the Crown's right prevails." The Crown enjoyed a similar privilege in the administration of the estate of a deceased

person; but, henceforward, where that administration takes place in bankruptcy, the Crown will not be entitled to priority. A curious question arises upon the construction of the Act, 32 & 33 Vict. c. 46, which abolishes the priority of specialty creditors—viz., whether a simple contract debt due to the Crown, which before the Act would have ranked between the two classes of creditors thereby amalgamated, is now entitled to any priority. On the principle that the Crown is not to be injuriously affected by a statute unless expressly mentioned or referred to by necessary implication, it would seem to follow that a simple contract Crown debt is entitled to priority over the specialty of a subject.

The preferential creditors in bankruptcy (besides apprentices and landlords whose claims are specially provided for) are now defined by the 40th section of the new Act (46 & 47 Vict. c. 52), which replaces the 32nd section of the Bankruptcy Act, 1869. Parochial and other local rates, assessed taxes, land tax, and income tax receive in both Acts priority to the same extent, but the position of servants, &c., has been slightly altered. They are no longer required to be in the service of the bankrupt at the date of the order, but the wages or salary, for which they claim priority, must have been earned within four months of that date. A labourer or workman may be paid in full four, instead of two, months' wages, and (overruling the decision in *Ex parte Grellier*, M. & McA. 95) these wages will be payable whether in respect of time or piecework.

Although the Crown is expressly mentioned in some sections of the Bankruptcy Act, 1869, it has been held that it is not bound by the other provisions of the Act (*Ex parte Postmaster-General*, 27 W. R. 325, L. R. 10 Ch. D. 595). Thus some Crown debts—*e.g.*, assessed taxes, land tax, and property or income tax—are included in the list of preferential debts; but this does not prejudice the Crown in respect of debts which are not included in the list. Under the Act of last session, the position of the Crown is entirely changed, for, by the 150th section of that Act, the provisions "relating to the remedies against the property of a debtor, the priorities of debts, the effect of a composition or scheme of arrangement, and the effect of a discharge," are expressly declared to be binding on the Crown. By virtue of this section, Crown debts other than the "Queen's taxes," to which priority is given (section 40), must be proved in the bankruptcy and take a dividend *pari passu* with the rest, and, like other debts, will be extinguished by an order of discharge (section 30).

The important section of the Bankruptcy Act (section 125), whereby the estate of a dead man may, if he died insolvent, be administered in bankruptcy, imports into such an administration as much of the bankruptcy procedure as is applicable to the altered circumstances of the case. We must expect that many points of difficulty will arise in adjusting the rights of parties under this new jurisdiction; but, as a general rule, such rights may be said to be the same as they would be in bankruptcy. The London Court of Bankruptcy is, by the new Act, united to the High Court, and the distinction, therefore, between a judge sitting in chancery and in bankruptcy will henceforward be somewhat fine; yet the rights of creditors will, to some extent, depend upon whether an administration order is made in the exercise of the one or the other jurisdiction.

THE DEFENCE IN THE O'DONNELL CASE.

RARELY has it been the lot of an advocate to find himself confronted by such difficulties as Mr. Charles Russell had to encounter in defending O'Donnell for the murder of Carey, and it may be interesting to our readers to have it pointed out in some detail how these difficulties were dealt with.

The case of the Crown was as follows:—On the 6th of July last, James Carey, under the *alias* of Power, sailed with his wife and family in the *Kinfauns Castle* for the Cape. O'Donnell and a woman, who was known on board as "Mrs. O'Donnell" were among the passengers. Up to the time of the ship's arrival at Cape Town, on the 27th of July, Carey's *incognito* was preserved, but it then became known that Mr. "Power" was none other than the notorious Irish informer. O'Donnell, among others, became aware of this fact at Cape Town. On the 28th of July Carey and O'Donnell sailed in another ship—*The Melrose Castle*—for Natal. On Sunday, the 29th of July, both men—between whom more or less friendly relations existed during the voyage outwards, and up to this date—were in the second saloon cabin, "Mrs. O'Donnell" being also present. O'Donnell and "Mrs. O'Donnell" were sitting upon a settee, the latter having her arm round the former's neck, while Carey stood a few feet distant. O'Donnell and Carey were quietly engaged in conversation, when the former suddenly, and without the least provocation, drew a revolver from his pocket and shot the former in the neck. Carey endeavoured to fly from the cabin, but had moved only a few feet, when O'Donnell fired two more shots at him, causing his death in less than a quarter of an hour.

The evidence adduced by the Crown in support of this narrative was the following:—James Parish, one of the crew of *The Melrose Castle*, stated that he went into the cabin before the first shot was fired; that he saw O'Donnell take the pistol out of his pocket and fire the three shots which killed Carey, and he swore that, prior to the first shot, there was no sign of quarrel between the men. Carey's son—a lad of about sixteen years of age—stated that he was in the cabin for some minutes before the first shot was fired; that he saw it and the other shots fired, and denied that his father had done anything to provoke O'Donnell. The boatswain of the ship saw the second and third shots fired, and Marks, one of the passengers, observed the men talking "quietly" immediately beforehand. Mrs. Carey stated that, after her husband's death, she had said to the prisoner O'Donnell, "Did you shoot my husband?" and that he answered, "Shake hands, Mrs. Carey, I was sent to do it." Finally. Robert Cubitt, another passenger, swore that, prior to leaving Capetown, he had handed O'Donnell a portrait of Carey, on seeing which the prisoner said, "I'll shoot him." When O'Donnell was arrested, this portrait was found in his possession. The witnesses were subjected to searching cross-examination; but, with the exception of young Carey, their evidence was not disturbed in any essential particulars.

Thus, when the case for the Crown was closed, and when Mr. Russell rose to make his speech for the defence, the difficulties which had confronted him at the beginning of the case remained almost wholly unremoved—a circumstance which added immensely to the weight of his task. It is necessary to bear this in mind in order to appreciate properly the power of his speech and the remarkable effect it produced upon the minds of the jury.

In opening the prisoner's case, Mr. Russell, with characteristic directness, mentioned at once the point on which he meant to rely. That O'Donnell had killed Carey was beyond dispute. What his advocate intended to show was that he had killed him in self-defence, because his own life was placed in immediate danger by the violence of the deceased. But, having stated what this line of defence was, Mr. Russell, contrary to general expectation, instead of at once developing the theory thus suggested, immediately diverged to another topic. He thought it necessary to clear the minds of the jury of any impressions which they might have formed respecting O'Donnell's connection with any secret societies, reminding them that, notwithstanding the vast resources at the command of the Crown, no attempt had been made by the Attorney-General to show that O'Donnell had been sent to murder Carey.

Having apparently satisfied the jury that O'Donnell had not gone on a murderous mission, and so opened their minds to the reception of what he had to say in favour of the prisoner, Mr. Russell next proceeded to portray him as a hard-working, peaceable man of good character; contrasting his reputation with that of Carey, who he described as an inhuman monster, who, having planned a dozen murders or more, turned round, and, while utterly unrepentant, gave evidence which hanged his confederates. Hated by his own countrymen, the informer went forth with "his hand against every man, and every man's conscience against him."

Here it is obvious that Mr. Russell was treading on dangerous ground. If Carey was universally hated by his own countrymen, what more natural than that one of those countrymen should have murdered him? The question thus suggested Mr. Russell anticipated with consummate skill, pointing out that Carey went about in hourly terror of his existence, and ready, on the slightest suspicion, to shoot any Irishman who might cross his path, lest his own life might be taken.

And now at last having described Carey as a monster and O'Donnell as a quiet and peaceable citizen, Mr. Russell set forth in detail the theory of the defence. O'Donnell had discovered at Cape Town that Power was James Carey, and he resolved on the voyage from Cape Town to Natal to avoid him; and, in point of fact, told Carey he would do so. But Carey would not keep aloof. On the 29th, when Carey, O'Donnell, and "Mrs. O'Donnell" were in the cabin, O'Donnell declared to Carey that he would "have nothing to do with an informer." "What do you mean by an informer?" replied Carey. "You are James Carey, the —— Irish informer," answered O'Donnell. On this Carey sprang to his feet, and produced a weapon, but O'Donnell with more quickness pulled out his pistol and fired first, with the results already mentioned.

The case was a plausible one, but on what evidence did it rest? Simply upon a statement of the prisoner, made not immediately on his arrest, or before a magistrate, but to his solicitor, and now set

forth for the first time by Mr. Russell. Not only was there absolutely no evidence in support of the theory, there were two witnesses who swore they were present when the first shot was fired, and that they did not see Carey produce any weapon. These witnesses were young Carey and Parish. After the death of Carey two pistols, and only two were found—one in the pocket of O'Donnell, and one in the pocket of young Carey. The question was how young Carey came by the pistol. He had sworn that, after the firing of the first shot, he had taken it out of a bag to give his father. How was this to be met? Mr. Russell boldly asked the jury to believe that young Carey's evidence was unreliable, and to credit the statement that the pistol had dropped from Carey, senior, and had been picked up by his son. In support of this view he had already called the only witness produced for the defence—a cab proprietor at Port Elizabeth, who swore that young Carey had said to him some days after the occurrence that the reason he did not shoot O'Donnell was because he could not find the pistol in the bag, "for my father had it." Supported by this evidence of Young—an unimpeachable witness, it must be observed—Mr. Russell seems almost to have persuaded the jury that Carey had a pistol, and that he drew it on O'Donnell before the latter fired. This was the advocate's greatest achievement in the case—an achievement which might, perhaps, have saved the prisoner but for the firing of the second and the third shots. With these shots Mr. Russell dealt very briefly, using the greatest efforts to fasten the attention of the jury on the first shot alone—which, as he said, had been fired in self-defence—and representing the other shots, which had been fired in quick succession, as part and parcel of the one transaction—that transaction being an effort on the prisoner's part to save his own life. This vulnerable point, however, did not escape the learned judge's notice, and it was probably on the three points emphasized by him—the total absence of any evidence to support the theory of the defence; the want of any theory to explain adequately the second and third shots; and the fact that the woman who accompanied O'Donnell, but who was not even alleged to be his wife, was not called, that the verdict ultimately turned. That the verdict of "guilty" was only reached after nearly three hours' deliberation, is a testimony at once to the fairness with which the trial was conducted, and to the ability and power of the advocate for the defence.

REVIEWS.

HUSBAND AND WIFE.

THE LAW OF HUSBAND AND WIFE. With Separate Chapters upon Marriage Settlements and the Married Women's Property Act, 1882. By JOHN WILLIAM EDWARDS and WILLIAM FREDERICK HAMILTON, Barristers-at-Law. Butterworths.

This is a very handy manual of the law relating to husband and wife, arranged upon a plan which makes it very convenient for reference. It is somewhat less exhaustive in its treatment than the last edition of Griffiths' excellent work; but it contains a great deal of information; and its method enables its information to be very easily found. We might perhaps be disposed to think that the authors show a little too much confidence of tone in the statement of some questions, upon which something short of certainty prevails among many well-informed members of the profession. Thus we read at p. 94: "No husband married after the 31st of December, 1882, will acquire by the marriage itself any rights in his wife's leaseholds, and no husband, whenever married, will acquire any rights in his wife's leaseholds, her title to which may accrue on or after the 1st of January, 1883, except such rights as are conferred upon him by his wife." We have not been able to discover any explicit mention of the authors' opinion respecting the husband's right to administer the property of his wife, held by her as a *feme sole* under the Married Women's Property Act, as to which she may have died intestate; and we are much inclined to suppose that the absence of any such explicit mention, coupled with the last words of the above-cited passage, indicates that, in the opinion of the authors, the husband no longer has any such marital right. We are aware that an opinion to this effect has been stated by Messrs. Wolstenholme and Turner (Conveyancing Acts, 3rd ed., p. 8); but their expression of it is not wholly unqualified by doubts; and we think that the opinion itself is not generally entertained. Messrs. Key and Elphinstone (Precedents in Conveyancing, 2nd ed., p. 453, note) take the opposite view. We may remark that the authors of the work now before us think that the husband's right to curtesy is not taken away by the Act, "inasmuch as it has been held that a husband is entitled to curtesy out of his wife's separate estate" (p. 411). And so also, as they are of course aware, has it been held that the husband is entitled, as administrator, to take any of his wife's chattels held by her as separate estate, as to which she may die intestate. Both rights of the husband seem, on this argument, to stand or fall together; and Messrs. Wolstenholme and Turner, while they deny, or seem much to doubt, the husband's right as administrator, very consistently question also his right to curtesy (*ubi supra*, at p. 9).

THE JUDICATURE ACTS AND RULES.

THE PRACTICE OF THE SUPREME COURT UNDER THE JUDICATURE ACTS, 1873 TO 1883; AND THE RULES OF COURT OF 1883, WITH ANNOTATIONS ON THE ACTS AND RULES; ALSO FORMS OF ALL PROCEEDINGS, AND AN EPITOME OF THE PRACTICE IN AN ACTION, AND ON ORIGINATING SUMMONSES, &c. By ARCHIBALD BROWN, Barrister-at-Law. Waterlow Brothers & Layton.

So far as the new Rules of Court are in fact new, every book of practice now published must necessarily, as regards comments, deal almost entirely in conjecture. The present work contains a very complete collection of the Acts and rules regulating the practice of the Supreme Court, illustrated by many serviceable notes, and by some useful additional matter. The epitome of the practice in an action and on originating summonses, notices of motion and petitions, which has been collected out of the rules, will be found convenient for reference. Information respecting procedure at chambers is valuable, at all events, to the members of the bar, both from the comparative rarity of such information attainable by them, and from the fact that, almost every year, some fresh matters are brought within the scope of chamber practice; and the present work might very usefully have given some information respecting practice and procedure at chambers drawn from less attainable sources. The Appendix contains (pp. 880—890) the forms, standing orders, and directions applicable to appeals to the House of Lords. The Author gives a very odd title to a useful section in which he collects the rules now in force relating to the Chancery Pay Office; which he says (Preface, p. vi.) that he has collected together, and, in some instances, abridged, "under the fictitious heading, 'Order lxxii. A.'" We cannot quite bring ourselves to view with approval the introduction of "fictitious headings" of this kind. The work has a full and well-constructed index.

CORRESPONDENCE.

STOP ORDERS GRANTED BY THE CHIEF CLERKS WITHOUT EVIDENCE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your readers will probably think there must be some mistake as to this, but it is quite correct.

Recently, under an order in a chancery action, certain sums were ordered to be paid to A. and B. respectively, as creditors in a creditors' suit.

No sooner was the order passed and entered than B. took out a summons for a stop on the sum ordered to be paid to A.

No evidence was filed or produced to the chief clerk.

B. takes the summons to the Paymaster-General, who stops A.'s cheque.

As this was done in July, A. did not get his money till November, and then with a loss of four months' interest.

Ought such a practice to be allowed?

December 1. A SUFFERER.

CLEW AND ANOTHER v. HALE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As a clerk to justices I was glad to read your remarks on this case in the SOLICITORS' JOURNAL of the 1st inst.

It is certainly not fair that justices should be liable to pay damages for mistakes in law made in good faith.

Justices of the peace, whom it is the absurd fashion with some newspapers to call "irresponsible," are, in fact, the only judges in this country who are *not* irresponsible, the judges of the High Court being free from liability, even if they should (could such a thing be imagined) act maliciously.

One would think that all judges, high or low in rank, should be absolutely free from personal responsibility while acting in good faith, whilst none, however exalted, should be free if they act otherwise.

The judgments of the judges of the High Court sometimes rather tend to add to the difficulties of justices of the peace.

If you will refer to the judgment of Cockburn, C.J., in the case of *In re Brown*; or *Reg.* v. *Newcastle Justices* (26 W. R. 757, L. R. 3 Q. B. D. 545) (where the imprisonment imposed was more than a month), I think you will agree that he would have thought the conviction in *Clew's case* regular, for after saying that he would have thought it necessary to issue a distress warrant if section 51 of the Licensing Act, 1872, had applied to proceedings under section 3 of

the same Act, he goes on to say that he does not rest his judgment on that ground, but on the ground that the 51st section does not apply at all, and that section 3, sub-section 1, itself gives the measure of imprisonment in default of payment. Now this (the imprisonment under section 3) must be without any previous distress warrant, and may be with hard labour, and if the view of Cockburn, C.J., had been correct, the conviction in *Clew's case* would have been good

No doubt his view was wrong, but in *Clew's case* the justices, or their clerk, made no greater mistake than the late Chief Justice.

With reference to the question of damages in *Clew and another* v. *Hale*, you quote some of the sections of 11 & 12 Vict. c. 44, but do not notice section 13. It would be interesting to know whether at the trial of the action Mrs. Clew was proved to have been actually guilty of the offence of which she was convicted, and, if so, whether the provisions of that section were brought to the notice of the court. Those provisions are to the effect that a plaintiff, even if "entitled to recover" (*i.e.*, where there has been an excess of jurisdiction), is to recover no damages beyond twopence and no costs, if it is proved that he was actually guilty of the offence, and has undergone no greater punishment than that assigned by law for the offence. Now, although Mrs. Clew was irregularly imprisoned, she did not in fact undergo any greater imprisonment than that assigned by law for the offence.

I must ask to be allowed to mention one point as to the original case of *In re Clew* (30 W. R. 704, and L. R. 8 Q. B. D. 511).

I was so much at a loss to understand the expressions used by some of the judges in their judgments in this case that I wrote a letter on the matter, which appeared in your paper of the 8th of July, 1882, p. 561. In an editorial note you said you were assured that the reports were correct. But I have since seen a report of the case in 46 J. P. 534 which is materially different, and makes the judgments quite intelligible. There the judges are not made to say, as they are in the *Law Reports* and WEEKLY REPORTER, that section 21 of the Summary Jurisdiction Act, 1879, does not apply to cases under the Licensing Acts. They merely say that a distress ought to have been adjudged in the conviction, not that the distress warrant need actually be issued, and Grove, J., in express terms guards himself against being supposed to express any such opinion. There are other important differences between the two reports.

According to the report in the *Justice of the Peace*, Grove, J., made one curious mistake. He is reported to have said that the justices' clerk had made a mistake, probably "from having some printed form before him under the Act 11 & 12 Vict. c. 43." The form in fact used for the conviction was form 6 of the forms prescribed by the Summary Jurisdiction Rules, 1880. He should have used form 5, and should not have said anything about hard labour.

A JUSTICES' CLERK.

THE NEW PRACTICE.

AFFIDAVIT OF SERVICE.

IN A case of *Jones* v. *Bartholomew* (reported *ante*, p. 84) Mr. Justice Pearson expressed his intention of allowing twenty-four hours' grace for the filing or production of an affidavit of service where an order is taken in the absence of the defendant, and stated that this is to be the rule in his branch of the court until Christmas, and that after Christmas the old Chancery rule is to prevail until the Court of Appeal or the Rule Committee make other order on the subject. Already there are several orders, the drawing up of which is suspended by reason of the revival of the old rule, as is evidenced by the many applications made to the judges of the Chancery Division to provide a remedy for the late swearing or filing of an affidavit of service on an absent defendant. It would have saved much expense and trouble if the Court of Appeal had promulgated a sufficient warning as to the revival of the old rule at a given time in the future, stating that until that date the proper mode of rectifying the error would be to apply to post-date the order, so as to include the affidavit; or, at any rate, they might have provided some such general remedy to obviate the effects of the loose practice which has arisen, not altogether through the fault of the suitors who suffer by it, or of their solicitors.

R. S. C., ORD. 39, R. 1—NEW TRIALS IN CASES REMITTED TO THE COUNTY COURT AND TRIED WITHOUT A JURY.—A question as to the application of ord. 39, r. 1, to cases remitted to the county court for trial under 19 & 20 Vict. c. 108, s. 26, came before the Divisional Court (Day and A. L. Smith, JJ.) on the 4th inst., in the case of *The Swansea Co-operative Building Society and another* v. *Davies*. This case had been remitted under the above statute to a county court for trial, and was tried by the judge without a jury, the verdict being for the plaintiffs. Upon a motion being made on behalf of the defendant for a new trial, it was objected that this application ought now to be made to the Court of Appeal, on the ground that it was a cause or matter tried by a judge without a jury within the meaning of ord. 39, r. 1. The COURT, however, held that there is no substantial difference between the new rule and the old, and that the case of *Davis* v. *Godbehere* (27 W. R. 485, L. R. 4 Ex. D. 215) governs these cases under the new rule as under the old, and that, therefore, the motion for a new trial in such cases is still to be made to a divisional court.

R. S. C., 1883, ORD. 16, RR. 55—THIRD-PARTY ORDER—ACTION TO EXECUTE TRUSTS OF SETTLEMENT—JOINT LIABILITY OF TRUSTEES—CONTRIBUTION.—The case of *Sawyer* v. *Sawyer* (*ante*., p. 88) was, on the 3rd inst., re-argued before Chitty, J. It will be remembered that the action was one for the execution of the trusts of a settlement against the two trustees, and that judgment was given against the two defendants jointly and severally, and that Chitty, J., notwithstanding the authority of *Butler* v. *Butler* (28 W. R. 825, L. R. 14 Ch. D. 329), had declined, on the application of one of the trustees, to insert in the inquiries a direction for an inquiry as to the proportions in which the co-defendants should respectively contribute to the sum for which they were jointly liable. It appeared that cross-notices for contribution had been served by the two defendants, one before and the other since the new rules came into operation. CHITTY, J., said that his previous decision was grounded upon the old practice, which had its foundation in the reason that an action to administer trusts should not be incumbered with any inquiry beyond the scope of the action itself. His attention, however, had been subsequently directed to ord. 16, r. 55, which provides that when a defendant claims to be entitled to contribution or indemnity against any other defendant to the action, a notice may be issued and the same procedure shall be adopted for the determination of such questions between the defendants as would be issued and taken against such other defendant if such last-mentioned defendant were a third party; but nothing in the rule contained shall prejudice the rights of the plaintiff against any defendant in the action. The wide scope of the rule was apparent from the form given in Appendix B. (1) of a third-party notice, on reference to which it would be seen that contribution could take place in respect of a bond other than that forming the subject of the action. The rules were, by their introduction, made applicable, so far as practicable, to all proceedings taken on or after the 24th of October in all causes and matters then pending. No inconvenience could be produced by applying the rule in question to the present case. As the case was a proper one, an order would be made as in *Butler* v. *Butler*.—SOLICITORS, *Hores & Pattisson; Courtenay, Croome, & Son*, for *Beale & Martin*, Reading; *Soames, Edwards, & Jones*, for *T. W. T. Cooke*, Wokingham.

R. S. C., 1883, ORD. 55, R. 2 (2 TO 7)—PROCEEDINGS IN CHAMBERS—PAYMENT OUT OF COURT—LANDS CLAUSES CONSOLIDATION ACT, 1845, S. 85—SUMS NOT EXCEEDING £1,000—PETITION OR SUMMONS—SEAL OF COMPANY—In the case of *In re The Maidstone and Ashford Railway Company*, and *In re The Bala and Festiniog Railway Company*, before Chitty, J., on the 3rd inst., the question arose whether an application for payment out of court of a sum of less than £1,000, paid in under the 85th section of the Lands Clauses Consolidation Act, came within the operation of R. S. C., 1883, ord. 45, r. 2, sub-section 2, which provides for the disposal in chambers of all applications for payment or transfer to any person of any cash or securities standing to the credit of any cause or matter, where the cash does not exceed £1,000 or the securities do not exceed £1,000 nominal value. Sub-section 7 provides for the disposal in chambers of applications for *interim* and permanent investment, and for payment of dividends under the Lands Clauses Consolidation Act, 1845. CHITTY, J., said that the language of sub-section 2 was general in its scope; it was also plain and free from ambiguity, and if the sub-section stood alone no question could have been raised as to its applicability, notwithstanding that the sum to be paid out had been paid in under the Lands Clauses Act. It was, however, said that the following sub-sections supplied a context which was sufficient to cut down sub-section 2, and to make it read as if its application was confined to cases other than those specifically dealt with in the following sub-sections 4, 5, 6, and 7, the reason given being that each of those sub-sections dealt with its subject-matter exhaustively. However, with respect to sub-section 3, it was to be observed that it was not strictly a provision in terms applying to payment out, and therefore could not be called exhaustive. So also with respect to sub-section 4, which dealt with applications under the Legacy Duty Act, s. 32. Sub-section 4, did not cover in detail all applications under section 32 of the Act; for example, applications for the benefit of the parties entitled, or, to take a recent instance actually occurring in his lordship's court, an application where the money had been wrongly paid in. He was, however, of opinion that the Rule Committee intended that these minor matters should be included in the general language of the rule. So also with respect to sub-section 5, which referred to applications under the Trustee Relief Acts, these would comprise not only applications for transfer, but also for investment and administration of the trusts, and it was plain that the Rule Committee intended that all applications of every kind under the Trustee Relief Acts, in cases where the sum in court did not exceed £1,000, should be by summons in chambers, whether they were cases comprised in sub-section 2 or not. With respect to sub-section 6, which dealt with applications under the Parliamentary Deposits Act, it was said that the case of payment out was expressly mentioned, whereas sub-section 7 was silent as to payment out. The answer was obvious that, by sub-section 6, applications, under the Parliamentary Deposits Act, of any sum in court of whatever amount must be made by summons. It was said with respect

to sub-section 7 that it only mentioned applications for *interim* and permanent investment, and for payment of dividends under the Lands Clauses Consolidation Act, 1845. That was true; but there was nothing in sub-section 7 which said payment out under the Lands Clauses Act was not to be made by summons under sub-section 2. In fact, sub-section 2 could not in any way be said to be qualified, or in any way modified, by the sub-sections which followed it. Nor did the nature of the matters dealt with by the various sub-sections supply a distinction, such as that one class of applications referred to payment of money, and the other implied an investigation of title to land, for the right to apply for and receive money in court often depended on title to land. The general rule of construction was applicable to sub-section 2, which was that where there were unambiguous words, they should be read according to their usual grammatical import. He, therefore, held that the application should be by summons in chambers. In the present instance he would not refuse to make the order on petition, and would allow the costs in the usual way, as the practice was new. His lordship stated that in consequence of the decision in *In re Calton's Will* (*ante*, p. 67), he had spoken to Pearson, J., upon the present point, and had been informed by his lordship that the order was made on the petition in that case without much discussion, and under the misconception that he was following a decision of Kay, J. The case, however, had been ordered to be put into the paper to be re-argued. His lordship further stated that Kay, J., had intimated to him that he (Kay, J.) saw no reason for differing from the judgment now given, and that the course of proceedings in such cases should now be by summons in chambers and not by petition. CHITTY, J., also stated that the summons might be sealed by the company in analogy to the practice in the case of petitions.—SOLICITORS, *White; Maples*.

JUDGES' CHAMBERS.

QUEEN'S BENCH DIVISION.

(Before FIELD, J.)

Nov. 29.—*C.* v. *D.*

Interpleader—Sheriff's costs.

This was a sheriff's interpleader summons, referred by the master to the judge on a question as to the sheriff's costs.

FIELD, J.—The question referred to me by the master is whether the sheriff is entitled to any costs as against the execution creditor. The facts are that a claim was made; the sheriff served an interpleader summons; and, upon the return of the interpleader summons, the execution creditor withdrew, not having previously given any authority to the sheriff to contest the claim. Under these circumstances, I think that the sheriff is not entitled to any costs. The law imposes upon the sheriff the duty of executing the writ; but relieves him from the consequences of taking another person's goods by allowing him to take out a summons to interplead. The execution creditor in the present case has not in any way resisted the claim that has been made to the goods, and ought not, therefore, to be liable for any costs.

No costs of sheriff or claimant.

Nov. 30.—*Bell* v. *Earl of Kilmorey and others; Crompton & Co.* v. *Bennett & Co.*

Pending proceedings on the 24th of October—Service out of the jurisdiction after—Leave obtained before—Prefatory note to rules.

These were summonses to set aside orders for leave to serve writs in Ireland and Scotland, and had been adjourned pending the decision of the court upon a summons that had been referred to it by the judge on the question whether, under the new rules, there was power in an action for breach of contract to give leave to serve the writ in Scotland or Ireland. The court had now decided that there was no such power. In these two actions, leave to serve the writ had been given before the 24th of October, but the service had not been effected until after that date. The point was taken that, even if leave was rightly given under the old procedure, that leave ceased to operate when the new rules came into force, under which such leave could not be given.

Channell, for the Earl of Kilmorey and others.

W. Wills, for Bennett & Co.

FIELD, J.—Where leave has been given to serve a writ out of the jurisdiction before the new rules came into operation, they do not apply. They are to apply to all proceedings taken on or after the 24th of October; but the proceeding in such a case is the obtaining leave for service, not the service of the writ.

The question was then argued whether the orders were rightly made under the old rules, with the result that the service was ordered to stand in the Irish case, and was rescinded in the Scotch case.

Solicitor for the Earl of Kilmorey and others, *John Hill*.

Solicitors for Bennett & Co., *Burton, Yeates, & Hart*.

Dec. 1.—*E.* v. *F.*

Pending proceedings on October 24—Interrogatories ordered before, delivered after—Security for costs of—Prefatory note to rules.

This was an application to set aside interrogatories on the ground that they were delivered without any security for costs having been deposited. The master had refused the application on the ground that the order for leave to deliver interrogatories was made on the 23rd of October.

FIELD, J.—Where leave has been given to interrogate before the new rules came into operation, no security for costs is necessary. The order for leave is the proceeding in such a case; so that where that has been obtained on October 23, the new rules do not apply.

Appeal dismissed.

Dec. 3.—*Bell & Co.* v. *Von Dadelszen*.

Summons for directions—Judgment as between defendant and third party—Ord. 16, r. 52.

This was a summons for directions by the defendant, who had given a third-party notice. The master had substituted the third party for the defendant. The action was brought for breach of contract in delivering iron that was not Swedish. The defendant had obtained the iron from Werder & Co., and brought them in as third parties. Werder & Co. had made a claim in respect of this and other iron against a fourth party, and had been paid.

Channell, for the defendant, now asked for judgment against the third party under the last words of rule 52 of order 16.

Barnes, for the third party.

FIELD, J.—I see no reason why the third party should be forced as defendant upon the plaintiff, when the present defendant admits his liability. Under the circumstances of this case I cannot say that I am satisfied that there is no question to be tried as to the liability of the third party, and cannot therefore order that the defendant have judgment against him under rule 52 of order 16. It is doubtful whether I could, under any circumstances, give a summary judgment under this rule against a third party, where the claim was for unliquidated damages; it probably only applies in cases of liquidated demands, by analogy to the case of a plaintiff seeking judgment under order 14.

No directions, defendant consenting to judgment as between himself and the plaintiff. Fresh action to be commenced against third party.

Solicitors for the defendant, *Nicol, Son, & Jones*.

Solicitors for the third party, *W. A. Crump & Son*.

Dec. 4.—*Jubb* v. *Bibbs and Hill*.

Discovery, payment into court in respect of—Application for payment out—Security for general costs—Ord. 31, rr. 26, 27.

The deposit prior to discovery is security for the general costs of the cause.

This was a summons for leave to deliver interrogatories and for discovery, referred by the master to the judge.

The action was brought for illegal distress, and had been remitted for trial to a county court under section 10 of the County Court Act, 1867. Previously to the order remitting the action to the county court having been made, the plaintiff had deposited security for the costs of discovery and interrogatories; and it was a term of the order that the plaintiff should be at liberty, notwithstanding such order, to apply for leave to deliver interrogatories and for discovery. The present application was accordingly made; but, when it came before the master, it was stated, on behalf of the plaintiff, that he was willing to dispense with all discovery if the money that he had paid into court in respect of it could at once be paid out to him. It was on the question so raised that the master had referred the summons.

On behalf of the defendants it was contended that the amount in court was, by the express words of ord. 31, r. 27, subject to a lien for their costs in the event of their being successful.

On behalf of the plaintiff it was contended that the money was paid in to secure the costs of discovery only.

FIELD, J.—By rule 26 of order 31, before delivery of interrogatories and before application for discovery, a sum of money is to be paid into court to an account called "Security for Costs Account." The account is not called Security for Costs of Discovery Account. Then, by rule 27, after the cause has been finally disposed of, the amount in court is to be subjec to a lien for the costs ordered to be paid to the successful party. It seem clear, therefore, that the money paid in is security for the general costs of the action. The defendants are entitled to say that this deposit shall remain in court as security for the ultimate costs of the cause.

The plaintiff then asked that he should have leave to interrogate.

The defendants stating that they were prepared to make certain admissions, the application was adjourned for a week.

Solicitors for the plaintiff, *Burn & Berridge*.

Solicitors for the defendants, *Bell & Brodrick*.

Nov. 29, Dec. 5.—*Shillito and another* v. *Child & Co.*

Substituted service—Persons sued in firm name—No person having control of business—Ord. 9, rr. 2, 6, 7.

This was an *ex parte* application on appeal from the master's refusal to order substituted service of a writ. The master had indorsed the summons as follows:—"Defendant being a firm, writ must be served as directed by ord. 9, r. 6."

It appeared from the affidavit in support of the application that the defendant carried on business in the name of Child & Co.; that the only persons who could be found at the defendant's place of business were a man, who said that he had nothing to do with the business, and a lad, who said he was a clerk; that there was no person having control or management of the business there; and that the place of residence of the defendant could not be ascertained. It was urged in support of the application that, in the case of a defendant who carried on business under

a partnership name, substituted service of the writ might be ordered, under ord. 9, r. 2, whenever the plaintiff was from any cause unable to effect prompt personal service upon the defendant, or upon any person having at the time of service the control or management of the business.

FIELD, J., held that there was power to order substituted service, under rule 2 of order 9, in the case of a person sued in the name of a firm, when no person having control or management of the business could be found, and allowed the appeal. The summons was referred back to the master to consider whether the affidavit was sufficient.

Solicitors for the plaintiffs, *Pitman & Son*, for *Brown, Wilkin, & Scott*, Wakefield.

CASES OF THE WEEK.

LEASE—RESTRICTIVE COVENANT—TRADE OR BUSINESS—CHARITABLE INSTITUTION NOT DERIVING PROFIT.—In a case of *Rolls* v. *Miller*, before Pearson, J., on the 23rd ult., a question arose as to the construction of a restrictive covenant in a lease. The action was brought by the lessor to restrain an alleged breach by sub-lessees of a covenant in the original lease. The original lease contained a covenant to the effect that the lessee should not at any time during the term thereby granted use, exercise, or carry on, or permit or suffer to be used, exercised, or carried on, upon the premises thereby demised any trade or business of any description whatsoever without the consent of the lessor or his assigns or the person or persons entitled to the property. The defendants were about to use the house for the purposes of an institution, called a "Home for Working Girls." The object was to provide board and lodging in the house for girls employed in daily labour. The institution was supported in part by voluntary subscriptions, and the girls made small payments for their rooms and board, but no profits were derived by the managers of the institution. PEARSON, J., held that the proposed employment of the house would be a breach of the covenant. It was evident that the institution was not carried on with a view to deriving a profit. If it turned out that a profit should be made, then so much the better for the charity, because there would be more funds to apply for the benefit of deserving persons, but if not, then the deficiency would fall upon those who subscribed to the funds; but, in his lordship's opinion, a business did not depend upon the profit made by it. A business would still be a business although no profit was made. In this covenant, it appeared to him that the words "trade or business of any description whatsoever" were inserted for the purpose of including every species of business. Here the girls were allowed to come and go at long or short periods, and to pay a rent for their rooms and for their board, and he could not see any word better adapted to the description of such an institution than the expression "business," and if carried on by a person who sought to make a profit by it it might produce a revenue. If the house had not been taken by the trustees of a charity it might have been in the occupation of a private individual who would possibly make a gain by it, but whether carried on by a charity without deriving any profit or by an individual who did profit by it, still it was a business, and there was no other term for it.—SOLICITORS, *Markby, Wilde, & Burra; Miller & Pook; H. C. Nisbet & Daw.*

PROMISSORY NOTE PAYABLE ON DEMAND — CONSIDERATION — ANTECEDENT DEBT PAYABLE AT ANY TIME WITHIN CERTAIN PERIOD.—In the case of *Stott* v. *Fairlamb*, in the Court of Appeal, No. 1, on the 24th ult., the question was whether when there is an antecedent existing debt which is to be paid within a specified period, but may be paid at any time within that period, there is valuable consideration sufficient to support a promissory note for the amount payable on demand. On a dissolution of a partnership between one Stott, of whom the plaintiff was executrix, and the defendant, an agreement was entered into on August 8, 1881, whereby the defendant was to pay Stott £2,000 within three years of the date thereof, with interest at £5 per cent. on the same, or the instalments thereof for the time being remaining unpaid. The sum was to be in full satisfaction of Stott's share in the business, and he was to be indemnified against the debts of the partnership. Subsequently a promissory note, payable on demand, was given for the £2,000 by the defendant to Stott. In an action on the note it was pleaded that there was no value or consideration for the note other than the liability of the defendant under the agreement; also that the note was given and accepted subject to the conditions in the agreement, and was not payable until the expiration of three years from August 8, 1881. Denman, J., having given judgment for the defendant, on the ground that there was no consideration for the note (see 31 W. R. Dig. 164), the plaintiff appealed. The court (BRETT, M.R., BAGGALLAY and BOWEN, L.JJ.) allowed the appeal. BRETT, M.R., said the evidence clearly showed that the note was given as a note and not as an escrow. The question was whether the decision in *Miss* v. *Currie* (24 W. R. 1048, L. R. 1 App. Cas. 554) applied. The facts of the case were not similar to those in question, for there the debt might have been enforced at the moment when the cheque was given. But that case laid down a principle which was applicable—viz., that where there is a state of things which entitles a person to make an immediate payment, and a promissory note, which is intended to be a promissory note, in respect of that right, is accepted by the creditor, there is a sufficient consideration to support the promise in the note. BAGGALLAY and BOWEN, L.JJ., were of the same opinion.—SOLICITORS, *Peace & Co.*, for *G. Rhodes*, Halifax; *J. W. Sykes*, for *Ramsden, Sykes, & Ramsden*, Huddersfield.

INFANT—CUSTODY—RIGHTS OF MOTHER—BREACH OF MARITAL DUTY BY FATHER—INTEREST OF CHILD—36 & 37 VICT. c. 12.—In a case of *In re Elderton*, before Pearson, J., on the 1st inst., an important question arose as to the right of a mother to the custody of her infant children in opposition to the wishes of the father. The petition was presented by a wife for the custody of her two children, who were boys, aged respectively eight and seven. The father was an officer in the army, who had been in service in India. The elder child was born there in 1875, but, in consequence of his delicate health, the mother came to England with him in April, 1876, leaving her husband behind, and she continued afterwards in England, living in the house of her own mother. The second child was born in England in October, 1876, and both the children thenceforth remained in England in the care of their mother. The father at first wrote affectionate letters to the mother, but afterwards the tone of his letters entirely altered, and became violent and abusive, and ultimately, in July, 1879, he wrote to the mother, telling her that any further letters addressed by her to him would be returned to her unopened, and with this the correspondence entirely ceased, and, except through some inquiries made by a friend in England early in 1880, he heard nothing of his wife and children until December, 1881, when he returned to England, having retired from active service. He then had one interview with the children, and about the same time he wrote a letter to his wife, in which he said, "If you should decide to live under the same roof with me we shall be entirely separate, meeting only at meals, and speaking only when the interest of the children require our doing so." The wife did not accede to this proposition, and the children remained in her care, the husband living separate from her. In June, 1882, the wife petitioned for a judicial separation, but her petition was dismissed in May, 1883. The petition for the custody of the children was presented in July, 1883. PEARSON, J., said that the rules for his guidance had been laid down by Turner, L.J., in *In re Halliday's Estate* (17 Jur. 56), and by Jessel, M.R., in *In re Taylor* (L. R. 4 Ch. D. 157). These cases had laid down that there were three matters which the court ought to keep in mind in deciding whether it ought to deprive a father of the custody of his children—namely, the paternal right, the marital duty, and the interest of the children, and his lordship did not think he should be far wrong if he said that he ought to give effect to the paternal right, unless there had been so large a breach of the marital duty as would justify the court in interfering with that right, or unless the interest of the infants required such interference. If this were an application to remove the children from the custody of the father, he should undoubtedly come to the conclusion that there was no ground or justification for the court interfering. The father might not be the wisest of men or the most moderate of men, he might not be the man whom the court would select as the guardian of children, but his lordship saw no reason for supposing that he was not fond of his boys, nor had he any reason to suppose on the evidence that he would do anything detrimental either to their moral or physical welfare. Therefore, if the mother had not now the custody of the children, and this were an application to interfere with the paternal right, he should refuse it. What was the marital duty? His lordship was of opinion that persons who entered into the sacred bond of marriage bound themselves, not only so to conduct themselves towards each other as to fulfil the vows they had made at the altar, but they also took upon themselves responsibility towards such children as they might have, that they should so live that the children should have the joint care and affection of both father and mother, and neither was entitled so to act as to deprive the children of that which they had guaranteed to them. Did the husband here offer to put his wife in the position in which a wife and mother ought to be placed? Did he propose to live with her as a wife and the mother of his children? Far from it. His desire was that she should live away from his house, and he intimated that, if she insisted upon living in the same house with him, they could only meet at meals, and only speak when the interests of the children required that they should do so. What wife, who had proper respect for herself, would accept such terms? How was it possible that the children could have that to which they were entitled in a house so conducted? His lordship was of opinion that there had been a breach of the marital duty, that at present the father's house was so constituted that the children could not have in it that which they ought to have, and he considered that the main and principal cause of the breach of the marital duty was the father himself. He did not forget that in 1882 the wife was ill-advised in presenting a petition in the Divorce Court, and he did not for a moment suppose that that petition had not enlarged the breach between the parties, but the conclusion he had arrived at was that the breach was occasioned before the petition was presented, and that the origin of the difference between the husband and wife which prevented them from living together, and from giving the children the joint protection to which they were entitled, was on the side of the husband. Under these circumstances, he was bound to consider the interest of the children. The elder child was not quite nine years of age, the younger was seven, and there were affidavits of doctors that the children were both weakly, delicate, of nervous temperament, requiring excessive care, and not fit to be sent to a school. Under these circumstances, he thought it would be an act of cruelty to remove them from their mother. He did not mean, under all the circumstances of the case, to lay down at that moment any definite period for which the mother was to have the custody of the children. He meant to follow *In re Taylor*, and order that the children should remain in the custody of the mother till further order. The father must, of course, have all proper access to them, and would have the opportunity of presenting a scheme for their maintenance and education whenever he pleased.—SOLICITORS, *W. H. Phelan; Charles J. Guy & Co.*

COMPANY—FRAUDULENT DIVIDEND—REPAYMENT BY DIRECTORS—CULPABLE NEGLIGENCE—DISTINCTION BETWEEN FRAUDULENT PROSPECTUS AND DIRECTORS' FRAUDULENT REPORT—COMPANIES ACT, 1862, s. 165.—In the case of *In re Charles Denham & Co.*, before Chitty, J., on the 26th ult., the question for decision was whether, where the articles of association of a company confer upon a single director supreme control over the business of the company, including the preparation of balance-sheets and making reports, a director who has been guilty of negligence, but not of wilful fraud, could be made responsible for payments of dividends out of the capital of the company. It appeared that by the articles of the company Denham was appointed its chairman, and every resolution of his was to be as valid and binding on the company as a resolution of a general or board meeting, and he was empowered to affix the company's seal thereto, so as to make it the act of the company, and plenipotentiary powers were conferred upon him of declaring dividends, keeping accounts, and carrying on the business of the company, and it was further provided that, inasmuch as Denham was to have supreme control in the management of the concern, he might, when and as he thought fit, exercise any of the authorities expressly or by implication conferred by the articles on general meetings and boards respectively, and to the extent to which he did so his authority should supersede the authority of general meetings and boards respectively, save only that it should not be competent to Denham to determine by his own authority any matter which by the statutes was required to be determined by special resolution. During the four years, 1873 to 1877, a dividend of fifteen per cent. was declared out of the profits of the company. Of this Crook, a director of the company, received £4,735, and the creditors and official liquidator made the present application with the object of making him and his co-directors jointly and severally liable for the whole sum wrongfully paid as dividends. It appeared that Crook was present at a general meeting in 1876, and moved a resolution declaring the dividend, which resolution was placed in his hand by Denham, who, with other directors, had fraudulently manipulated the company's books and accounts. Crook stated that he never asked to see any of the company's books or accounts until 1879, about a year before the company was wound up, and at a time when it had ceased paying any dividends, and that he took it as a matter of course that the profits shown on the balance-sheets were correct, and that he had implicit confidence in Denham. CHITTY, J., said that Denham and a co-director had been guilty of fraud, but Crook had no suspicion of the frauds which had been committed, and was not in the position of one who wilfully shut his eyes or wilfully abstained from making inquiries for the purpose of enabling the other directors to commit the frauds. It was, however, argued that Crook was liable, on the ground that he had been guilty of negligence which amounted to a total abdication of his duties as a director, and was personally responsible for the directors' reports and the balance-sheets on the footing of which the dividends were declared. The extraordinary nature of the articles, however, must be borne in mind, and also the complete control conferred on Denham. It was true that the reports were expressed to be by order of the directors, but such an expression meant no more than that the report was by order of the directors present at the board meeting. It was clear, therefore, that Crook was not responsible for the reports. It was also to be observed that a report of directors of a company to its shareholders stood upon a different footing from a prospectus issued to the public for the purpose of obtaining subscriptions for shares. A prospectus generally purported to be issued by all the directors whose names appeared on its face, and it might well be said that an individual director who had not originally been engaged in the preparation or issuing of a prospectus was liable on the ground of subsequent ratification, and such ratification might, under certain circumstances, be implied from the conduct of a director in abstaining to take steps to repudiate the prospectus. But reports of directors to a general meeting were made under the powers provided by the articles of association, and were usually, as they were in the present case, made by the board acting as such. One of the articles in the present case was that two directors should form a *quorum*, and the shareholders therefore would not be justified in accepting the reports as made by every member of the board. Crook, therefore, was not under any obligation to disclaim the reports and balance-sheets, and the attempt to fix him constructively with any responsibility in this respect failed. Nor was he liable for the dividend in respect of which he moved a formal resolution at one of the general meetings. The report, the adoption of which Crook moved, was not, as had been said, Crook's report, and its adoption at a general meeting was the adoption of the shareholders, among whom was Crook. That Crook was guilty of great negligence was true, no doubt. But he had been deceived like other shareholders. A director was not bound to presume fraud on the part of his co-directors. To hold that a director was liable for the frauds of his co-directors merely because he had not inquired what was going on would be to make the office of director intolerable (*Land Credit Company of Ireland* v. *Lord Fermoy*, 18 W. R. 393, L. R. 5 Ch. App. 323). Moreover, if Crook had investigated the accounts there was little doubt but that he would not have been able to discover anything. The accounts had been audited by auditors of known skill, and there was nothing to arouse his suspicion. He was deceived by rogues, and was no more liable to repay the dividends declared out of capital than was any other shareholder. And there was no difference between the dividends he had himself received and those which other shareholders had received (*In re County Marine Insurance Company, Rance's case*, L. R. 6 Ch. App. 104). But although Crook could not be said to have been guilty of negligence amounting to fraud, yet he had been guilty of negligence, and for this reason, whilst the application against him would be dismissed, it would nevertheless be dismissed without costs.—SOLICITORS, *Williamson, Hill, & Co.*, for *Foster, England, & Foster*, Halifax; *G. Brown, Son, & Vardy*; *Jacobs & Vincent*, for *North & Sons*, Leeds.

COMPANY—WINDING UP—EXAMINATION BY OFFICIAL LIQUIDATOR—RIGHT OF CREDITORS TO ATTEND—COMPANIES ACT, 1862, s. 115—GENERAL ORDERS, 1862, RR. 60—62.—In the case of *In re The Greys Brewery Company (Limited)*, before Chitty, J., on the 30th ult., an application was made by the official liquidator of the company for direction with reference to proceedings under the 115th section of the Companies Act, 1862, before the special examiner. It appeared that two witnesses, who were contributories and had attended before the examiner, declined to give any information in the presence of a solicitor acting for persons who were admitted creditors of the company. The solicitor insisted then, and now submitted, that he was entitled to be present. It was objected on behalf of the witnesses that the information obtained before the examiner might be used for collateral purposes and not for the purposes of winding up the company, or even used against the company itself by its creditors, whereas the object of proceedings under the 115th section was to protect the interests of the company. The creditors desiring to attend relied upon a decision of Stuart, V.C.: *Re The Empire Assurance Company* (17 L. T. N. S. 488). CHITTY, J., said that the object of the 115th section of the Companies Act, like that of similar clauses in the Bankruptcy Acts, was to enable the court to obtain information. The person examined was not in fact examined as a witness, but examined with a view to discovery, which might be useful to the court when winding up the company. The proceedings were essentially of the nature of secret proceedings. The question arose whether an analogous practice to that in bankruptcy was to be followed. Romilly, M.R., was said to have decided, in *In re Breschloading Armoury Company* (15 W. R. 1007, L. R. 4 Eq. 453), that no analogy existed between the practice in bankruptcy and that under the Companies Act, 1862, s. 115, and, therefore, held that witnesses examined under the latter enactment were entitled to professional assistance. He (Chitty, J.) quite agreed with what Romilly, M.R., there held, but the practice in bankruptcy was mis-stated to that learned judge. The witness in bankruptcy was entitled to legal assistance, and he was satisfied that Romilly, M.R., never intended to lay down the general principle that no analogy existed between the two proceedings, neither of which were in strictness of a litigious nature, and both of which were for the purposes of information. Again, Jessel, M.R., in *In re Gold Company* (27 W. R. 757, L. R. 12 Ch. D. 76), said that the whole object of section 115 was to assimilate the practice in winding up to the practice in bankruptcy. It had been said that the creditors had a right to be present, on the ground that the examination was a proceeding before the judge within the meaning of General Orders, Companies Act, 1862, r. 60, which entitled every admitted creditor to attend the proceedings before the judge. But the language of rule 60 was general in its terms, and it would be a misreading of the rule to make it confer a right on every creditor to attend so special a proceeding as that intended by section 115. With regard to *The Empire Assurance Corporation*, the question there arose whether the liquidator of another company amalgamated with the Empire, and who had obtained leave by special order to attend the proceedings, should be allowed to attend an examination under section 115 by the official liquidator of the Empire. Stuart, V.C., made the order, and, no doubt, rightly. His judgment, however, was not rightly given, or else could not be adopted. Thus, he was reported as having used language such as cross-examination and examination-in-chief, which terms were not applicable to the examination of persons under section 115. The party objected to, no doubt, had a right to attend, because he had obtained a special order, and what, no doubt, Stuart, V.C., meant to do was to allow the other liquidator to put questions, but the examiner, in the exercise of his discretion, was not to allow questions to be put which were outside the scope of the Empire winding up. The case was an authority that a creditor might, under a special order, have leave to attend the examination. There was, therefore, no such general right as that contended for in the present case by the creditors. His lordship concluded by saying that he had seen the official liquidator and also the solicitor of the creditors, and he saw no reason for departing from the usual practice; but although he declined to give the creditors the permission they sought, he should not order them to pay the costs of the present application.—SOLICITORS, *A. Calkin Lewis; Snell, Son, & Greenip*; *Croft*.

MARRIAGE SETTLEMENT—TRUSTS TO ALTER, VARY, AND TRANSPOSE—SURVIVING TRUSTEE—TRUSTEES WITH POWER OF SALE—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38) ss. 38, 39, 45.—In a case before Bacon, V.C., on the 1st inst., a question was raised whether the trustees of two marriage settlements were trustees for sale within the Settled Land Act, 1882, s. 45. Two married ladies contracted as tenants for life to sell land, inherited under an intestacy, and now, under the provisions of an after-acquired property clause, forming part of the property subject to their respective settlements. The trusts of the first settlement were to continue a sum of £13,200 on the present investments, or, with consent, &c., to sell and transfer, and re-invest, with power to alter, vary, and transpose the stocks, funds, securities, or investments; and the wife was the first tenant for life. The trusts of the second settlement were, that the two trustees and the survivor of them, his executors, administrators, and assigns, should continue a sum of £10,000 upon its then present security, or, with consent, &c., call in and again lay out the same with power to alter, vary, and transpose the stocks, funds, securities, or investments. There were now three trustees of the first, and one surviving trustee only of the second settlement. BACON, V.C., said that the trustees had full power to deal with the funds, including after-acquired property, and to sell and receive capital. The surviving trustee of the second settlement was, by the words of that instrument, in a similar position, and, therefore, within the exception in section 39, they were trustees for sale within the Act, and the summons must be

allowed.—Solicitors, *Richard Smith & Wilmer; Johnstone, Harrison, & Powell*; *Shaw & Tremellen*, for *Hall & Baldwin*, Clitheroe.

Agreement in Form of Promissory Note—Stamp Act (33 & 34 Vict. c. 97)—Interpretation of Sections 15, 49, and 53.—On the 4th inst. the Divisional Court of the Queen's Bench Division (Grove, J., and Huddleston, B.) decided a question which arose in *Yeo* v. *Dawe*. A verdict for £150 had been given for the plaintiff at the Exeter Assizes, but the Lord Chief Justice had left the plaintiff to move for judgment. The plaintiff had demised the Castle Hotel at Plymouth to the defendant with covenants against underletting or assignment. Dawe did, in fact, assign to one Kemp with the permission of Yeo. The assignment contained a proviso for re-entry by Yeo if Kemp should be guilty of any offence against the Licensing Acts. Kemp was convicted of such an offence. Negotiations took place between the parties, and it was agreed that Dawe should pay £150 to Yeo, and should be at liberty to assign again to some other person. Dawe did not pay the £150 to Yeo. It was argued by counsel for the defendant that there was no evidence of the agreement. A promissory note had been given by Dawe to Yeo, thus worded, "I, F. Dawe, promise to I. Yeo, on his signing the lease of the Castle Hotel, the sum of £150." This was not stamped; under 33 & 34 Vict. c. 97, s. 53, it could not be stamped after execution, and not being stamped it could not be received as evidence of the agreement. Counsel for the plaintiff contended that the writing was an agreement, although it contained a promise to pay, and, as an agreement, could be stamped after execution. It had been so stamped since execution, and was rightly received in evidence. The Court said that a promise to pay upon a contingency was a promissory note. Section 49 of the Stamp Act was clear: "a note promising the payment of any sum of money out of any particular fund which may or may not be available, or upon any condition or contingency which may or may not be performed or happen, is to be deemed, for the purposes of this Act, a promissory note for the said sum of money." The Court therefore entered judgment for the defendant.—Solicitors, *Law & Worsam*, for *Square, Bridgman, & Co.*, Exeter; *Windybank*.

Master and Servant—Employers' Liability Act, 1880 (43 & 44 Vict. c. 42), s. 7—Notice of Injury—"Defect" therein.—In the case of *Carter* v. *Drysdale and others*, which came before the Divisional Court (Lord Coleridge, C.J., and Mathew, J.) on the 30th ult., a question arose under section 7 of the Employers' Liability Act, 1880. The plaintiff brought an action under that Act in the Whitechapel County Court against the defendants to recover damages for injuries sustained by him while in their employ. The notice of injury given to the defendants did not specify the date on which the injuries complained of were received. The county court judge found, as a fact, that the defendants were not prejudiced or misled by this omission, but held, as a matter of law, that the omission was fatal and rendered the notice invalid, and accordingly nonsuited the plaintiff. The Court held that the omission was a "defect" within the last clause of section 7 of the Employers' Liability Act, 1880, and that, as the defendants had not been prejudiced or misled by it, thenotice was a valid notice, and that there must be a new trial.—Solicitors, *J. Davis; Le Riche & Son*.

Highway Act (5 & 6 Will. 4, c. 50)—Obstruction—Notice by Surveyor—Appeal.—On the 1st inst. *Gully* v. *Smith* came before the Divisional Court (Lord Coleridge, C.J., and Mathew, J.). It was a case stated on appeal from the magistrates of Axbridge. The appellant had been charged at petty sessions by the highway surveyor with obstruction of the highway under section 72 of the Highway Act (5 & 6 Will. 4, c. 50). The obstruction consisted in this, that the appellant being the tenant of land abutting on the highway, a portion of his boundary wall, owing to the bank giving way, had subsided, and had fallen on to the highway. He had received several notices from the surveyor to remove the *débris*, but he refused to do so. The magistrates fined him sixpence. Counsel for the appellant contended that this was only an act of omission, not of commission, and, therefore, not within the section, the words of the section being, "shall wilfully obstruct the passage of any footpath, . . . or shall in any way wilfully obstruct the free passage of any such highway." He further contended that if any offence had been committed, it should have been punished by way of indictment, and not by a summary conviction. He relied on *Fearnley* v. *Ormsby* (L. R. 4 Q. B. D. 136); *Walker* v. *Horner* (L. R. 1 Q. B. D. 4); *Crossdill* v. *Ratcliffe* (5 L. T. 834); *Stockport Highway Board* v. *Grant* (51 L. J. Q. B.); *Potter* v. *Perry* (23 J. P. 644). The Court, however, without calling on counsel for the respondents, held that the magistrates were right, and affirmed the conviction, on the ground that, although it was not an obstruction at first, yet it became so after the appellant had received notice to remove the obstruction, and had failed to do so.—Solicitors, *Simmonds & Wood*.

Trade-mark—Infringement—Injunction.—In a case of *Liebig's Extract of Meat Company* v. *Anderson*, before the Court of Appeal on the 22nd ult., a question arose as to an alleged infringement of a trade-mark. The action was brought to restrain the defendant from selling any extract of meat as "Baron Liebig's Extract of Meat," having thereon a photograph of Baron Liebig, or under any title or brand such as to induce the public to believe that the compound so sold by the defendant was the plaintiff company's extract of meat, or was made under the direction of the present Baron Liebig or his late father, Baron Justus Liebig. The plaintiff company was formed for carrying on the trade of manufacturers and vendors of Liebig's Extract of Meat. By the articles of association it was provided that Baron Justus Liebig should be the first director of the scientific department, and that the analysis of all extract of meat arriving at the company's general *depôt* at Antwerp should be under his control, and that he should receive for his services as such director annually for ten years a commission equal to two per cent on the profits of the company; and it was arranged between the company and Baron Liebig that he and his delegate, Dr. Pettenkoffer, should analyse all extract of meat sold by the company, and should certify the same as genuine, and should allow the company to have the exclusive use of Baron Liebig's name in connection with the "Extractum Carnis Liebig." Baron Justus Liebig died in 1873, and the four plaintiffs, other than the company, were his legal personal representatives, and with them the company had entered into an arrangement similar to that entered into with the Baron as to analysing the extract, and as to the exclusive use of the name of Liebig. The defendant had commenced selling extract of meat under the designation of "Baron Liebig's Extract of Meat," and had affixed to the pots in which the same was sold a brand or label stamped with a photographic likeness of Baron von Liebig, with the brand "Baron Liebig's Photograph Brand;" and the plaintiff company, although they admitted that they could not claim the exclusive use of the term "Liebig's Extract of Meat," objected to the use by the defendant of the word "Baron" and the photographic likeness of the Baron, together with the brand attached to it. The defence was that in 1847 Baron Justus Liebig discovered and published a process for making extract of meat; that from that time till the present the process had been well known, and had been extensively used by many manufacturers under the name of "Liebig's Extract of Meat," and to this description different manufacturers and dealers had from time to time added some word or words by way of distinguishing their own particular article; that, consequently, no permission or authority had ever been necessary from any member of the Liebig family for the use of the name of Liebig in connection with, or to designate, extract of meat; and that this name had been *publici juris* for many years past. The defendant further alleged that he had made the addition of "Baron" with the photograph for the purpose of distinguishing his article from that which was sold by the plaintiff company and was commonly known as the company's extract, while his was known as the "Photograph Brand Extract." Field, J., refused to grant an injunction, being of opinion that the two labels were sufficiently different and distinctive to prevent the public from being deceived. The Court of Appeal (Cotton, Lindley, and Fry, L.JJ.) affirmed the decision. It was urged on behalf of the plaintiffs that, by using the term "Baron" and adding a photograph of the inventor, the defendant was using that which was the designation of the individual, and not properly the name of the article which alone he was entitled to use, thereby appropriating to himself that personal association with Baron von Liebig of which the plaintiffs alone were entitled to avail themselves. The court were of opinion that there had been no infringement of the company's trade-name, and nothing amounting to a representation on the part of the defendant that the article which he sold was manufactured by the company. It was conceded that the words "Leibig's Extract of Meat" could not be claimed as a trade-name, and were not appropriated to the plaintiff company as their own exclusive right, but were common property, to be used for the purpose of denoting extract of meat prepared in accordance with the late Baron Leibig's *formula*. The addition by the defendant of the word "Baron" and of the portrait did not lead to any inference that there was any personal connection between the late Baron or his representatives and the manufacture of the extract, so as to infringe upon the company's rights, derived from their personal connection with him.—Solicitors, *W. A. Crump & Son; Flux, Son, & Co.*

Liquidation Resolutions—Registration—Presence of Debtor at Meeting—Waiver of Condition by Creditor—Right to oppose Registration—Bankruptcy Act, 1869, ss. 82, 125, sub-section 3—Bankruptcy Rules, 1870, r. 295.—In a case of *Ex parte Hollender*, before the Court of Appeal on the 23rd ult., a question arose as to the registration of liquidation resolutions. The debtor was not present in the room in which the meeting of the creditors was held, but he was in an adjoining room. His statement of affairs was read to the meeting by his solicitor. The proxy of one of the creditors then expressed a wish to examine the debtor, and his solicitor sent for him to come into the room. He came to the door, and then most of the creditors present called out that they did not want to ask him any questions and told him not to come in. The proxy yielded to the general wish thus expressed, and did not insist on his right of examination. The liquidation resolutions were then passed, the proxy dissenting from them, and he, on behalf of the principal, afterwards opposed the registration of the resolutions, on the ground *(inter alia)* that the debtor had not been present at the meeting as required by the statute. Sub-section 3 of section 125 provides that "the debtor, unless prevented by sickness or other cause satisfactory to such meeting, shall be present at the meeting at which the special resolution is passed, and shall answer any inquiries made of him, and he, or if he is so prevented from being present at such meeting someone on his behalf, shall produce to the meeting a statement showing the whole of his assets and debts, and the names and addresses of the creditors to whom his debts are due." And sub-section 4 provides that it shall be the duty of the registrar "to inquire whether such resolution has been passed in manner directed by this section; but if satisfied that it was so passed, and that a trustee has been appointed with or without a committee of inspection, he shall forthwith register the resolution." And rule 295 provides that, upon the presentment of the resolution for registration, the registrar "may hear any creditor who shall have given him notice of his desire to

be heard thereon. The registrar being satisfied that the requirements of the statute and of these rules have been complied with shall register the same." In the present case the registrar was of opinion that there had been a substantial compliance with the statutory condition as to the presence of the debtor, and registered the resolutions. The dissentient creditor appealed. In opposition to his appeal it was urged that his proxy had waived his right to insist upon examining the debtor, and that, consequently, he had no right to oppose the registration, or to appeal from the registrar's decision. The Court of Appeal (COTTON, LINDLEY, and FRY, L.JJ.), LINDLEY, L.J., dissenting from the view of the majority, set aside the registration. COTTON, L.J., said that the requirements of the statute must be strictly observed, not only in substance, but in form when that was matter of substance. The Act did not, in his lordship's opinion, authorise the meeting to excuse the debtor from being present simply because, as in the present case, he was an old man and they did not wish to annoy him. It was not necessary that the debtor should be physically prevented from being present, but there must be some reasonable cause for his absence. If the registrar was wrong in registering the resolutions, the dissenting creditor was, in his lordship's opinion, a person aggrieved by the decision, and was entitled to appeal from it, because the resolutions, when they were registered, would bind him and all the other creditors. In his lordship's opinion, the appellant had no power to waive the statutory conditions, and his waiver could not prevent the registrar from inquiring whether they had been complied with. By rule 295 the registrar was not entitled to register unless he was satisfied that the Act and the Rules had been complied with. In the present case his lordship thought that there had not been a substantial compliance. There was all the difference in the world between a man being in the next room ready and willing to come in if he was sent for, and his being in the room in which the meeting was being held. He ought to be in the room ready and willing to answer any reasonable and relevant question put to him by any creditor. It would have been a different matter if the debtor had been in the next room ready to come in when sent for, and all the creditors present had said that they did not desire to ask him any questions. In the present case one creditor had expressed a wish to examine him. LINDLEY, L.J., thought that there had been a substantial compliance with the requirements of the statute, and that, under the circumstances, the debtor must be taken to have been present at the meeting. His lordship agreed that a creditor could not waive the statutory conditions so as to bind any other creditor, but he thought that any one was at liberty to waive any condition so far as he himself was concerned, and that a man could not, consistently with legal principles or fair play, be heard to take an objection which he abandoned at the proper time for insisting on it. No doubt, any other dissenting creditor could have taken the objection before the registrar. FRY, L.J., agreed with COTTON, L.J. He thought that the dissenting creditor had not lost his right to raise the objection before the registrar. His waiver of the right of examining the debtor was not the cause of the registration, for the registrar was bound to consider the rights of the absent creditors, and to listen to any creditor who could give him evidence that the statutory conditions had not been complied with. The court, however, gave the debtor leave to summon a fresh meeting of the creditors; and they ordered that the trustee in any other liquidation or in a bankruptcy should not be at liberty to impeach any act done by the trustee appointed under the void resolutions without the leave of the court.—SOLICITORS, *Boyfus & Boyfus; H. A. Graham.*

OBITUARY.

MR. ALEXANDER GEORGE RICHIE, LL.D., Q.C.

Mr. Alexander George Richie, LL.D., Q.C., died at his residence, 27, Upper Pembroke-street, Dublin, on the 29th ult. Mr. Ritchie was born in 1830. He was educated at Trinity College, Dublin, where he proceeded to the degree of LL.D. He was called to the bar in Ireland in 1855, and he became a Queen's Counsel in 1871. Mr. Richie was a sound equity lawyer, and he for many years enjoyed a good share of chancery business. He had for several years filled the post of Deputy Regius Professor of Feudal and English Law in the University of Dublin, and he had published lectures on Irish History and the Irish Land Laws. He was the legal editor of the "Brehon Laws of Ireland," and, at the time of his death, he was engaged in writing a History of Ireland. He had also been a frequent contributor to the *Athenæum* on subjects connected with Irish history and archæology. Mr. Richie was a member of the council of the Irish Royal Academy. He leaves a widow, three sons, and two daughters. He was buried on the 3rd inst.

The judicial members of the House of Lords will not sit to hear appeals after next week, when their lordships will rise for the Christmas vacation, and the further hearing of appeals will not be proceeded with until the reassembling of Parliament in February next.

There is stated to be this year a falling off in the number of private Bills deposited of 134. This reduction is almost entirely owing to the fact that last year 134 electric lighting Bills were deposited as against six on this occasion. In the way of miscellaneous Bills, railway schemes, tramways, and provisional orders there is only a decrease of six, the number this year being 257 as against 263 previously.

THE NEW BANKRUPTCY RULES.

THE following outline of the new rules has been furnished to the *Times*:—

"The 'preliminary' portion of the rules deals with much the same matters as are dealt with in rule 1 of the general rules made in pursuance of the Act of 1869. The principal Act contained few definitions; and rules 2 and 3 are intended to define precisely certain terms of frequent recurrence, such as 'creditor' or 'debtor.' The rules furnish forms for use in practice, and there is direction that, where such forms are applicable, borrowed from the Rules of the Supreme Court, costs occasioned by the use of any other or more prolix forms shall be borne by or disallowed to the party using the same.

"Part I. of the rules (5—117) deals with court procedure. At present, any matter may be heard and disposed of in chambers by a judge or registrar, except the public examination of the bankrupt under section 19 of the Act of 1869 and the granting of an order of discharge. It is, as every one knows, a marked and excellent feature of the new Act that it requires many matters, which need not hitherto have been dealt with in public, to be transacted in open court. Accordingly, one of the first tasks of the framers of the rules was to define the matters and applications which shall be heard and determined in open court. They are (*a*) the public examination of debtors, as directed by section 17 of the Act of 1883; (*b*) applications to approve a composition or scheme of arrangement, for which, as regulated by section 18, the approval of the court is requisite; (*c*) applications for orders of discharge under section 28 or certificates of removal of disqualifications arising from bankruptcy, which may be granted under section 32, sub-section 2, when the court is of opinion that bankruptcy was caused by misfortune or without any misconduct; (*d*) appeals from the Board of Trade to the High Court when that is permissible; (*e*) applications under sections 47, 48, and 49 of the new Act to set aside or avoid any settlement, conveyance, transfer, security, or payment, or to declare for or against the title of the trustee to any property adversely claimed; (*f*) applications for the committal of any person to prison for contempt; (*g*) appeals against the rejection of a proof or applications to expunge or to reduce a proof where the amount of the proof exceeds £200; (*h*) application for the trial of issues of fact with a jury, and the trial of such issues. Any other matters may be heard in chambers, but the contending parties have power, if they desire it, to require the adjournment of any matter into court. The rules proceed to deal with the mode of entitling proceedings and their transfer and with motions and practice. Among these rules it was intended originally to insert one empowering the destruction of the old records at the expiration of three years from the sanctioning of a scheme of composition or the release of the trustee. But this was erased; and there is the prospect of an immense accumulation of proceedings. One difference in the new rules is that notice of motion shall be served not less than eight instead of four clear days before the hearing. Another difference still more significant and more likely to give offence is observable with respect to precedence of motions. Rule 30, which is the equivalent of the present rule 57, begins thus:—'Except in cases of emergency, or for any other cause deemed sufficient by the court, all motions shall be made and heard in the order in which they are set down, at the hearing of the court. The words found at the close of the present rule—"but motions by the bar shall be heard in precedence to those by attorneys"—or their equivalents do not occur in the new rules. They were present in the original draft; but this expression of the precedence of counsel was struck out at the suggestion of the law societies. In the new rules with respect to security we observe no important change, except, perhaps, a provision to the effect that the rules in force in the High Court and county courts as to payment into and out of court of money paid in by way of security for costs shall apply to money lodged in the Bankruptcy Court. Bankruptcy practitioners will have to note the new proviso, borrowed from the Rules of the Supreme Court, which warns them that the costs of every affidavit which shall unnecessarily set forth matters of hearsay, or argumentative matter, or copies of or extracts from documents—a tolerably correct description, by the way, of nine out of ten affidavits in bankruptcy proceedings—shall be paid by the party filing the same. The regulations as to witnesses and depositions (rules 54—64) in the main merely substantially repeat what is contained in the existing rules or in the recorded decisions. But we may refer to rule 59—also borrowed from the new Rules of the Supreme Court—which states that the court may, in any matter where it shall appear necessary for the purposes of justice, make an order for the examination upon oath before the court or any officer of the court of any witness or person, at any place, and may empower such deposition to be given in evidence. The question of allowing costs of short-hand notes is settled by rule 60, the scale of charges being different from that allowed by rule 207 of the present rules. Besides a series of rules as to taking account of property mortgaged or pledged and as to appropriation of salary or persons, which are substantially the same as those now in force, there are provisions as to trial by jury; but owing to the merging of the London Court of Bankruptcy in the High Court, the necessity for all the minute provisions, such as exist in the present rules, is removed. We may add that the issues of fact may be tried either in a county court or in the Queen's Bench Division. The vital question of costs is dealt with in rules 99 to 111. The most important is that taken from the new Rules of the Supreme Court, which says that the court in awarding costs may direct that the costs of any matter or application shall be taxed and paid as between party and party, or as between solicitor and client, or that full costs, charges, and expenses shall be allowed, or the court may fix a sum to be paid in lieu of taxed costs. We ought to mention, since it is characteristic of the rules, that where the estimated assets of the debtor do not exceed the sum of £300, a lower scale of solicitor's costs is to be

allowed—that is to say, three-fifths of the charges ordinarily allowed. There is, it may be mentioned, a prescribed order of payments of costs incurred prior to the first meeting of creditors. First is payable the *ad valorem* duty upon the assets realized; next, the actual expenses incurred in realizing any of the property or assets of the debtor; next, the fees payable to any officer of the court in respect of business done by him under the Act. Then comes the remuneration of a special manager appointed by the official receiver and the taxed costs of the petitioner; and, lastly, the charges of any person appointed to assist the debtor in the preparation of his statement of affairs.

"The rules, which throughout show jealousy of the present scale of bankruptcy charges, empower the Board of Trade to require the county court taxation of bills of costs or charges of solicitors, accountants, or managers to be reviewed by a taxing master in the High Court. The framers of the rule have obviously desired extremely to curtail the number of appeals, and with this object, which is, no doubt, an excellent one, they have laid it down (rule 112, 2) that no appeal to the Court of Appeal shall be brought from any order relating to property when the money or money's worth involved does not exceed £50, unless by leave of the court. Whether this is *ultra fires* or not may be a question of which we may hereafter hear; but obviously there should be some modification of the present state of things under which every order of a county court registrar may be the subject of an appeal to the Court of Appeal.

"The second part of the rules (118—203) deals with 'proceedings from act of bankruptcy to discharge.' They comprise such matters as bankruptcy notices and petitions on the part of debtors or of creditors. Some difficulty and difference of opinion have been encountered in framing the rules on these subjects, especially as to how far the appearance of debtors and creditors should be dispensed with. Next comes a description of the regulations as to the hearing of the petition and the making of the receiving order. There is, of course, a rule corresponding to the present rule 31, which states that a petitioning creditor shall take proceedings until the appointment of a creditors' trustee at his own expense. But, under the new system, the court may order similar costs to be paid out of the first net proceeds of the estate; and, at the suggestion of the county court judges, the framers of the rules have added a proviso that a composition scheme which does not provide for the payment in full of any costs so awarded may be disallowed. A salient feature of the new Act is the restriction upon the rights of the majority of creditors to grant a debtor's discharge in consideration of his making a certain composition. By section 18, this is made subject, *inter alia*, to the approval of the court. Several important new rules (160—168) governing compositions have necessarily been adopted from this alteration of policy. One remarkable provision is to the effect that where a composition or scheme is sanctioned and default is made in any payment, either by the debtor or trustee, no action to enforce such payment shall lie, but the remedy of any person aggrieved shall be to the court. We note in the rules as to dividends some changes for the better. Instead of leaving large discretion to the trustee, and saying that he must give 'reasonable notice' of his intention to declare a dividend, he must, under the new system, not more than two months and not less than twenty-one days before declaring a dividend, give notice to the Board of Trade and to such of the creditors mentioned in the bankrupt's statement of affairs as have not proved. Of the rules relative to discharge only one needs to be noticed (rule 183). Under section 28 of the chief Act, the court may attach conditions to the discharge. It many require the baukrupt to consent to judgment being entered against him by the official receiver or trustee for any balance of debts not satisfied at the date of his discharge; so that if it be shown that he has acquired property or income available for payment of the balance, execution may, by leave of the court, be issued. To give full effect to this, the rules make it the duty of a bankrupt who has consented to these terms to give from time to time to the official receiver information with respect to his after-acquired property, 'and not less than once a year to file in the court a statement, showing the particulars of any property or income he may have acquired subsequent to his discharge.' Had the rules contained no other provision than this, they would have drawn a clear line of demarcation between the old and new order of things, and would have added a fresh terror to bankruptcy. Proceedings by or against firms, which are at present liable to be vitiated by errors, are the subjects of several rules, too technical to be here described.

"The third part of the rules (199—203) deals with small bankruptcies—that is, cases in which the court is satisfied, or in which the official receiver reports, that the property of the debtor is not likely to exceed in value £300, and in which the administration is to be of a summary and economical character, the official receiver being also trustee, and a committee of inspection being dispensed with. The rules introduce several modifications of the normal practice with a view to save expense. Thus, no application for a jury shall be entertained (200) in case of small bankruptcies, and no appeal shall lie from any order of the court except by its leave. The Bar Committee, we understand, suggested that the court should possess a discretion with respect to the regulations affecting small bankruptcies; but, as finally sanctioned, the rules permit no deviation. Part IV. (202—256) relates to officers, trustees, audit, the books to be kept, the returns to be made, &c. Some of these repeat in effect with slight changes the present requirements. Thus the trustee, instead of sending his statement of accounts every year to the Controller in Bankruptcy, will transmit it to the Board of Trade; but he is also bound by the new law to do many things not now required—for example, to forward with the first accounts a summary of the debtor's statement of affairs, showing thereon in red ink the amounts realized, and explaining the causes of the non-realization of such assets as may be unrealized. The provisions as to the appointment of trustees are in many ways important. The Board of Trade, as the guardian of the interests of creditors, is invested with strikingly large powers. It may, as is most reasonable, object to the appointment of a trustee, and must notify, if required by a majority of creditors, its objections to the High Court. But the rules proceed to say:—"The Board of Trade may also with a copy of requisition communicate to the court the grounds of its objections. Any report so made by the Board of Trade shall be *prima facie* evidence of statements therein contained."

"It will be found that there are many stringent provisions designed to prevent the abuses which have grown up under the shadow of the existing Act. For instance, a trustee who carries on the business of the bankrupt must keep a distinct account of the trading, and the trading account shall, from time to time, and not less than once a month, be verified by affidavit—upon which, we presume, an assignment of perjury would lie—and be transmitted to the committee of inspection. Considering the facilities furnished under these rules for bringing a fraudulent trustee to book, creditors will be lamentably careless of their interests if they allow the old abuses to reappear. The official receiver's duties, which were vaguely described in sections 69 and 70 of the Act, are precisely stated in a set of rules (233—250), of which, perhaps, the most important is one to the effect that, where no committee of inspection exists, the functions which devolve upon the Board of Trade may be exercised through the official receiver. Part V. (257—269) relates to miscellaneous matters, such as pending proceedings, fees on receiving orders, &c., and is of comparatively small consequence.

"It ought also to be stated that an entirely separate set of rules, eighteen in number, has been prepared for giving effect to section 122, which allows a judgment creditor in a county court to obtain an administration order in the case of a debtor whose whole indebtedness does not exceed £50. The rules which do not apply to the High Court, and are quite distinct from the general bankruptcy rules, will set in motion one of many valuable provisions of the Act, and will be of great service to the poorer classes who have hitherto, with some reason, complained that they were inequitably dealt with."

STATEMENTS BY PRISONERS' COUNSEL.

The following correspondence in reference to the course Mr. Russell was permitted to take in his defence of O'Donnell has taken place between the Chief Justice and the Attorney-General:—

"New-court, Temple, E.C., Dec. 3, 1883.

"My dear Chief Justice,—I hope you will allow me to call your attention to the great inconvenience, apart from injustice, likely to arise if the present uncertainty as to the rule of law upon a very practical point is allowed to continue.

"On Saturday, during the trial of Patrick O'Donnell, Mr. Russell proposed to state to the jury the instructions he had received from the prisoner's solicitor, and thereby convey to the jury the prisoner's account of every detail of the transaction they were inquiring into. Upon objection being taken to this course, Mr. Justice Denman said that (there being authority in favour of the statement being made) he should, while refusing to allow Mr. Russell to proceed, reserve a case for the consideration of the question by the Court of Crown Cases Reserved.

"If this had been done, and if the majority of the judges who happened to form that court had held that the statement of counsel was admissible, the result would have been that a man convicted of murder would have escaped all punishment.

"Under these circumstances the counsel for the Crown were compelled to withdraw any objection to Mr. Russell's statement being made.

"Of course I have no right to discuss what the law ought to be. I am only seeking that the uncertainty on the subject should be removed. But this I must add, that if it should turn out that the alleged right of counsel to make a prisoner's statement for him exists, it will be absolutely necessary that an opportunity of reply should be given to the counsel for the Crown.

"My object in writing you this formal letter is to ask you to suggest to the judges that on the next occasion this question arises (which probably after what has occurred will be very soon) the permission to make the statement should be refused, subject to a case being reserved, so that the opinion of the judges may be judicially obtained.

"It probably will be seen that this course would best be taken in relation to some case where the release of the prisoner (assuming that the statement ought to be admitted) would not be very injurious to public interests.

"I was under the impression that the judges had held a meeting and come to a resolution upon the subject, but Mr. Justice Denman informed me this was not so.

"I am, dear Chief Justice, yours very faithfully and truly,

"(Signed) Henry James."

"Royal Courts of Justice, December 4, 1883.

"My dear Mr. Attorney-General,—I entirely agree with you as to the practical importance of the question you have brought to my attention. The paper I enclose will show you that it is no new subject to me. Immediately after the trial of Lefroy at Maidstone, in which, as you may remember, Mr. Montagu Williams claimed to do what Mr. Russell did, I brought the matter before the judges, with the result which the paper will show you. At Maidstone the opinion of Lord Chief Justice Cockburn was said to have been founded on, or supported by, Lord Justice Lush and Mr. Justice Hawkins. Both those learned judges were present at the

meeting called by me, and both disavowed in the strongest way ever having ruled, or been inclined to rule, in the manner suggested.

"Mr. Justice Denman authorizes me to say that if he had remembered the very strong judicial opinion which I enclose he should have acted on it, and have refused a case if one had been asked for.

"Mr. Justice Stephen authorizes me to say that he should, as at present advised, not vote against the rule as formulated by the Master of the Rolls, but approves of it, and should act upon it.

"My reason for bringing the matter before a meeting of the judges was this—that directly after the passing of the Prisoners' Counsel Act, Lord Denman, the then Chief Justice, called the judges together, and they (as appears from the judges' book) agreed upon a course of practice which has always since been followed. It seems to me that the question discussed in your letter was one of practice also, and that the best way of settling it was to pursue the course I took.

"Perhaps it might be well to make this resolution generally known, as there may be considerable difficulty in making the question the subject of a case reserved.

"Generally I agree with you that the practice is wrong and not to be permitted, and that if permitted at all, it must, in justice and fairness, carry with it the right of reply on the part of counsel for the prosecution.

"Believe me to be, my dear Mr. Attorney-General, your obliged and faithful servant, (Signed) COLERIDGE.

"The Attorney-General, Q.C., M.P."

"At a meeting of all the judges liable to try prisoners, held in the Queen's Bench Room, on November 26, 1881 (present—Lord Chief Justice Coleridge, Lord Justice Baggallay, Lord Justice Brett, Lord Justice Cotton, Lord Justice Lush, Lord Justice Lindley, Justice Grove, Justice Denman, Baron Pollock, Justice Field, Justice Manisty, Justice Hawkins, Justice Lopes, Justice Fry, Justice Stephen, Justice Bowen, Justice Mathew, Justice Cave, Justice Kay, Justice Chitty, Justice North), Lord Coleridge stated the subjects for which the meeting was summoned, and Lord Justice Brett moved the following resolution:—'That in the opinion of the judges it is contrary to the administration and practice of the criminal law, as hitherto allowed, that counsel for prisoners should state to the jury, as alleged existing facts, matters which they have been told in their instructions, on the authority of the prisoner, but which they do not propose to prove in evidence.'"

"Justice Stephen moved the following amendment:—'That in the opinion of the judges it is undesirable to express any opinion upon the matter'

"This amendment, having been put to the meeting, was negatived by nineteen votes to two. The original motion was then put, and carried by nineteen votes against two (Justice Hawkins and Justice Stephen *diss.*) The question of the propriety of laying down a rule as to the practice of allowing prisoners to address the jury before the summing up of the judge, when their counsel have addressed the jury, was then considered, and after some discussion was adjourned for further consideration."

LEGAL APPOINTMENTS.

The Right Hon. Sir EDWARD SULLIVAN, Master of the Rolls in Ireland, who has been appointed Lord High Chancellor of Ireland, in succession to the Right Hon. Hugh Law, deceased, is the eldest son of Mr. Edward Sullivan, of Dublin, and was born in 1822. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1848. He became a Queen's Counsel in 1858, a serjeant-at-law in 1860, and a bencher of the King's Inns in 1861. He was appointed Solicitor-General for Ireland in 1865, but he retired with his party in the following year. In 1868 he became Attorney-General for Ireland, and was sworn a member of the Irish Privy Council. He was M.P. for Mallow in the Liberal interest from 1865 till 1870, when he was appointed Master of the Rolls in Ireland, and he was created a baronet in 1881. Sir E. Sullivan has been for several months one of the Commissioners of the Great Seal.

The Right Hon. ANDREW MARSHALL PORTER, Q.C., M.P., Attorney-General for Ireland, succeeds Sir Edward Sullivan as Master of the Rolls. Mr. Porter is the son of the Rev. John Porter, of Belfast, and was born in 1837. He was educated at the Queen's College, Belfast, and he graduated B.A. at the Queen's University in 1856. He was called to the bar in Ireland in 1860, and he became a Queen's Counsel in 1872, and a member of the King's Inns in 1878. He was appointed Solicitor-General for Ireland in 1881, and Attorney-General for Ireland in 1882, and he is now M.P. for the county of Londonderry in the Liberal interest.

Mr. JOHN NAISH, Q.C., Solicitor-General for Ireland, succeeds Mr. Porter as Attorney-General. Mr. Naish was called to the bar in Ireland in 1865, and became a Queen's Counsel in 1880. He was Law Adviser to the Lord Lieutenant of Ireland from 1880 till 1882, when he was appointed Solicitor-General for Ireland.

Mr. SAMUEL WALKER, Q.C., who succeeds Mr. Naish as Solicitor-General for Ireland, is a member of the Home Circuit, and became a Queen's Counsel in 1872, and a bencher of the King's Inns in 1881.

Mr. JOHN FIELD, of Manchester, solicitor, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Field was admitted in 1876.

Mr. FRANCIS HENRY JEUNE, barrister, who has been appointed Official of the Archdeaconry of Essex, in succession to the late Dr. Swabey, is the eldest son of the Right Rev. Francis Jeune, D.D., Bishop of Peterborough. He was educated at Harrow, and he was formerly scholar of Balliol College, Oxford, where he graduated first class in classics in 1865. He obtained the Stanhope Prize in 1863, and the Arnold Prize in 1867, and he was afterwards elected a fellow of Hertford College. He was called to the bar at the Inner Temple in Michaelmas Term, 1868, and he practises on the South-Eastern Circuit. Mr. Jeune is chancellor of the dioceses of Bangor and St. Davids.

Mr. WILLIAM WELLS, solicitor, of St. Albans and Hatfield, has been appointed Clerk to the St. Albans School Board. Mr. Wells was admitted a solicitor in 1875.

Mr. JOHN ELLISON, solicitor (of the firm of Ellison, Burrows, & Freeman), of Cambridge and Haverhill, has been appointed Official Receiver in Bankruptcy for the Cambridge and Peterborough Districts. Mr. Ellison was admitted a solicitor in 1865.

Mr. THURSTON GEORGE DALE, solicitor, of Lincoln, who has been appointed Official Receiver in Bankruptcy for the Lincoln and Boston Districts, is clerk of the peace for the city of Lincoln, and clerk to the Commissioners of Taxes. He was admitted a solicitor in 1843.

Mr. PHILIP PERCIVAL HUTCHINS, barrister, has been appointed a Judge of the High Court of Judicature at Madras. Mr. Justice Hutchins was called to the bar at the Inner Temple in Trinity Term, 1875. He has been for several years a member of the Madras Civil Service.

Mr. JAMES APPLEBY LONGDEN, solicitor (of the firm of Moore, Longden, & Munn), of Sunderland, has been appointed Official Receiver in Bankruptcy for the Durham and Sunderland Districts. Mr. Longden was admitted a solicitor in 1868.

Mr. JOHN PICTON MEREDITH GEORGE, solicitor (of the firm of George & Son), of Cardigan, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ANDREW THOMAS SHEPHERD, solicitor (of the firm of Graham & Shepherd), of Durham and Sunderland, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HERBERT GOLDINGHAM, solicitor, of Worcester and Malvern, has been appointed Under-Sheriff of the City of Worcester for the current year. Mr. Goldingham was admitted a solicitor in 1879.

Mr. HENRY BRANGHAM LEECH, barrister, who has been appointed Deputy Regius Professor of Feudal and English Law in the University of Dublin, was called to the bar in Ireland in 1871. He is a member of the North-West Circuit, and he has been professor of jurisprudence and international law in the University of Dublin since 1878.

Mr. ALBERT SAMUEL BAILEY EDWARDS, solicitor, of 11, St Helen's-place, Bishopsgate, E.C., and Forest-gate and Upton, Essex, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Edwards was admitted a solicitor in 1877.

DISSOLUTIONS OF PARTNERSHIPS.

HENRY THOMPSON and W. W. P. SHATWELL, solicitors (Thompson & Shatwell), Liverpool. Nov. 14. [*Gazette*, Nov. 23.]

JOHN OSTELL and CHRISTOPHER JOHN PARKER, solicitors, Carlisle. Nov. 27. The business will in future be carried on by the said John Ostell alone. [*Gazette*, Dec. 4.]

SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 6th inst., the following being present—viz., Mr. Boodle (chairman), and Messrs. Collisson, Desborough, junior, Doyle, Finch, Lucas, Sawtell, Sidney Smith, Styan, and A. B. Carpenter (secretary)—grants of £25 were made to the widows of three non-members; and the ordinary general business was transacted.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, Dec. 10	Mr. Cobby	Mr. Merivale	Mr. Clowes
Tuesday 11	Jackson	King	Koe
Wednesday 12	Cobby	Merivale	Clowes
Thursday 13	Jackson	King	Koe
Friday 14	Cobby	Merivale	Clowes
Saturday 15	Jackson	King	Koe
	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Dec. 10	Mr. Carrington	Mr. Teesdale	Mr. Pemberton
Tuesday 11	Lavie	Farrer	Ward
Wednesday 12	Carrington	Teesdale	Pemberton
Thursday 13	Lavie	Farrer	Ward
Friday 14	Carrington	Teesdale	Pemberton
Saturday 15	Lavie	Farrer	Ward

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BLUE TENT CONSOLIDATED HYDRAULIC GOLD MINES OF CALIFORNIA, LIMITED.—By an order made by Pearson, J., dated Nov 19, it was ordered that the voluntary winding up of the mines be continued. Renshaws, Suffolk lane, solicitors for the petitioning company

MERIONETH MINING AGENCY COMPANY, LIMITED.—Petition for winding up, presented Nov 27, directed to be heard before Kay, J., on Dec 14. Sheppard and Riley, Moorgate st, solicitors for the petitioners

NEW THARSIS SULPHUR COMPANY, LIMITED.—Bacon, V.C., has by an order, dated Nov 17, appointed John Folland Lovering, 77, Gresham st, to be the official liquidator, in the place of William Waddell

SWANSEA ZINC ORE COMPANY, LIMITED.—Bacon, V.C., has fixed Dec 11 at 12, at his chambers, for the appointment of an official liquidator

[*Gazette*, Nov. 30.]

CONSOLS BANK, LIMITED.—Chitty, J., has fixed Thursday, Dec 13 at 11, at his chambers, for the appointment of an official liquidator

EAST AFRICAN COMPANY, LIMITED.—Creditors are hereby required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to Mr Peter Williams, 5 Bank bldgs. Thursday, Dec 18 at 12, is appointed for hearing and adjudicating on any debts or claims which shall be so sent in

HANTS AND BERKS FARMERS' CO-OPERATIVE STEAM PLOUGHING AND CULTIVATING COMPANY, LIMITED.—Chitty, J., has fixed Thursday, Dec 13 at 12, at his chambers, for the appointment of an official liquidator

HUNTER AND COMPANY, LIMITED.—Petition for winding up, presented Dec 3, directed to be heard before Chitty, J., on Dec 15. Field and Co, Lincoln's inn fields, agents for Draper, Stockton on Tees, solicitor for the petitioner

INDIAN ZOEDONE COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Nov 24, it was ordered that the voluntary winding up of the company be continued. Heritage and Co, Clement's lane, solicitors for the petitioner

J. B. ROGERS' ELECTRIC LIGHT AND POWER COMPANY, LIMITED.—Petition for winding up, presented Dec 3, directed to be heard before Bacon, V.C., at Royal Courts of Justice, on Saturday, Dec 15. Rogers and Chave, Gt Winchester st bldgs, solicitors for the petitioner

LAND AND WATER, LIMITED.—Bacon, V.C., has fixed Dec 13, at 12 at his chambers, for the appointment of an official liquidator

LEINSTER CAB COMPANY, LIMITED.—Petition for winding up, presented Dec 1, directed to be heard before Pearson, J., on Dec 15. Ashwin, Garden ct, Temple, solicitor for the petitioner

MEAT STORAGE AND AGENCY CORPORATION, LIMITED.—Creditors are required, on or before Dec 31, to send their names and addresses and the particulars of their debts or claims to William Cornish Cooper, King's Arms yd. Jan 14 at 12 is appointed for hearing and adjudicating upon the debts and claims

MEAT STORAGE AND AGENCY CORPORATION, LIMITED.—North, J., has, by an order dated Nov 6, appointed William Cornish Cooper, King's Arms yd, to be official liquidator

NATHL. HOLMES AND PARTNERS, LIMITED.—By an order made by Kay, J., dated Nov 23, it was ordered that the above company be wound up. Montagu, Bucklersbury, solicitor for the petitioners

PERPETUAL AND GENERAL FIRE INSURANCE COMPANY, LIMITED.—By an order made by Chitty, J., dated Nov 24, it was ordered that the company be wound up. Hoddinott, Finsbury pavement, solicitor for the petitioner

SOOBACK AND CATIR ALAN MINING COMPANY, LIMITED.—Petition for winding up, presented Dec 3, directed to be heard before Bacon, V.C., on Saturday, Dec 15. Bellamy and Co, Bishopsgate st Within, solicitors for the petitioner

[*Gazette*, Dec. 4].

UNLIMITED IN CHANCERY.

MUTUAL SOCIETY.—The Vacation Judge has, by an order dated Oct 3, appointed Arthur Cooper, George st, Mansion House, and Frederick Whinney, 8, Old Jewry, to be official liquidators, in the place of James Waddell

[*Gazette*, Nov. 30.]

STANNARIES OF DEVON.

LIMITED IN CHANCERY.

RUSSELL COPPER MINE, LIMITED.—Petition for winding up, presented Nov 30, directed to be heard before the Vice-Warden, at the Law Institution, Chancery lane, on Wednesday, Dec 12, at 2.30. Affidavits intended to be used at the hearing, in opposition to the petition must be filed at the Registrar's Office, Truro, on or before Dec 10, and notice thereof must at the same time be given to the petitioner or his solicitors. Hodge and Cr, Truro, solicitors for the petitioners

[*Gazette*, Dec. 4.]

LONDON GAZETTES.

Bankrupts.

FRIDAY, Nov. 30, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bernstein, Wolf, Acacia rd, St John's Wood. Pet Nov 29. Murray. Dec 13 at 11

Carrington, William, Maddox st, Regent st, Licensed Victualler. Pet Nov 24. Pepys. Dec 13 at 11.30

Charles, Samuel, Ashmore rd, Paddington, Clerk in Holy Orders. Pet Nov 27. Murray. Dec 13 at 11

Jackson, Thomas Scoresby, Walthamstow, Essex, Doctor of Medicine. Pet Nov 28. Brougham. Dec 11 at 11.30

Jones, William, Well st, South Hackney, Fruiterer. Pet Nov 28. Brougham. Dec 11 at 1

Kauffman, Edouard, and William Gates, Amen corner, Paternoster-row, Wholesale Furriers. Motion Nov 24. Brougham. Dec 11 at 12

Lozano, Manual Perez, Gt Tower st, Wine Merchant. Pet Nov 28. Brougham. Dec 12 at 12

Reimann, John, Bermondsey st, Leather Manufacturer. Pet Oct 18. Brougham. Dec 12 at 1

To Surrender in the Country.

Dodge, William Foden, and Edmund Phipps, Liverpool, Solicitors. Pet Nov 28. Cooper. Liverpool, Dec 12 at 11

Ives, Charles Frederick, Gt Yarmouth, Oilman. Pet Nov 26. Worlledge. Gt Yarmouth, Dec 14 at 11

Kennedy, Thomas, Liverpool, Wine Merchant. Pet Nov 23. Cooper. Liverpool, Dec 10 at 12

Moss, Samuel, Gloucester, Saw Mill Proprietor. Pet Nov 27. Riddiford. Gloucester, Dec 17 at 3

Orrell, Richard James, Blackburn, Coal Merchant. Pet Nov 28. Bolton. Blackburn, Dec 20 at 11

Roberts, Josiah, Liverpool, Grocer. Pet Nov 26. Cooper. Liverpool, Dec 12 at 12

Woolley, Arthur Henry, Chiswell, Essex, Provision Merchant. Pet Nov 24. Rowland. Croydon, Dec 11 at 11

Wrate, John Joseph, High st, Wimbledon, Grocer. Pet Nov 27. Bell. Kingston, Dec 13 at 3.15

TUESDAY, Dec. 4, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Reed, Charles, Arthur st, Gray's inn rd, Tobacconist. Pet Nov 30. Hazlitt, Dec 19 at 11

Vignoles, Charles Auguste, Crosby sq. Pet Nov 29. Pepys. Dec 19 at 11.30

To Surrender in the Country.

Brown, William Watson, Witton Park, Durham, Innkeeper. Pet Dec 1. Marshall. Durham, Dec 18 at 11

Roberts, Edmund Richard Francis, Sydenham, Kent, no occupation. Pet Nov 30. Pitt Taylor. Greenwich, Dec 19 at 1

Stobbs, William, Edith terrace, Tottenham, Sanitary Engineer. Pet Nov 27. Pulley. Edmonton, Dec 21 at 12

Whitehead, James, Roughtown, York, Innkeeper. Pet Dec 1. Tweedale. Oldham, Dec 17 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 30, 1883.

Bauer, Christian, Stratford New Town, Essex. Baker. Nov 27

TUESDAY, Dec. 4, 1883.

Evered, Everard Fazakerley, Derby. Nov 28

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Nov. 30, 1883.

Alcock, William Henry, Bolton, Lancaster, Draper. Dec 12 at 3 at Mitre Hotel, Cathedral yard, Manchester. Dutton, Bolton

Andrews, Henry William, Shirley, Warwick, Plumber. Dec 12 at 3 at office of Powell and Browett, Colmore row, Birmingham

Barham, Charles Frederick, Shepherdess walk, City rd, Grocer. Dec 12 at 2 at office of Carter and Bell, Idol lane, Gt Tower st

Bellwood, Thomas Robinson, Stockton on Tees, Joiner. Dec 10 at 11 at office of Chilton, Mechanics' Institute, Stockton on Tees

Bernstein, Wolfe, Acacia rd, St John's Wood, Commission Agent. Dec 13 at 12 at office of Davis, Moorgate st

Beyfus, Walter, Bloomsbury st, Oxford st, no business. Dec 13 at 3 at office of Beyfus and Beyfus, Lincoln's inn fields

Biddle, Edward, Greenwich, Baker. Dec 20 at 12.30 at Dover Castle Inn, Broadway, Deptford. Lockyer, Deptford

Bill, Frank, Walsall, Stafford, Oil Merchant. Dec 14 at 11 at office of Stanley, Bridge st, Walsall

Bissell, Mary Ann, Southport, Lancaster, Boot Dealer. Dec 13 at 3 at office of Threlfall, London st, Southport

Bridges, John, Stanford in the Vale, Berks, Innkeeper. Dec 13 at 12 at office of Jotcham, Wantage

Brigstock, William, Ashby de la Zouch, Leicester, Beersoller. Dec 11 at 12 at office of Dewes and Musson, Market st, Ashby de la Zouch

Brooks, Frederick Henry, Cow Cross st, West Smithfield, Bookbinder. Dec 7 at 3 at 133, Holborn. Marshall, Chancery lane

Browning, Henry James, and Edward Browning, Ealing, Builders. Dec 14 at 2 at office of Wright and Pilley, Bedford row

Brumalley, Joseph, and Jane Emery, Pendleton, Lancaster, Cotton Manufacturers. Dec 11 at 2.30 at Mitre Hotel, Cathedral yd, Manchester. Leigh, Manchester

Bulling, James, jun, Ollerton, Nottingham, Contractor. Dec 13 at 1 at office of Bescoby, Grove st, East Retford

Cantelo, Edward William, Sandown, I.W., Ironmonger. Dec 13 at 1 at Inns of Court Hotel, Holborn. Blake, Newport

Clark, Edward, West Strand, Architect. Dec 17 at 12 at 432, West Strand. Upton, John st, Adelphi

Coulson, Thomas, Kingston upon Hull, Grocer. Dec 11 at 11 at Law Society, Lincoln's inn bldgs, Bowlalley lane, Kingston upon Hull. Woodhouse, Kingston upon Hull

Crezpigny, Charles Stanley Champion, Cannon st, Brick Merchant. Dec 10 at 3 at Inns of Court Hotel, Lincoln's inn fields. Clift, Cheapside

Dalton, Henry, Halifax, Cotton Spinner. Dec 12 at 11 at White Lion Hotel Halifax. Holroyd and Smith, Halifax

Day, Catherine, King's Norton, Worcester, out of business. Dec 13 at 3 at office of Jaques, Temple row, Birmingham

Day, George, Ossett, York, Oil Extractor. Dec 13 at 3 at office of Burton, New st, Ossett

Drake, Josiah, Josiah Walter Thomas Drake, and Richard Drake, Barnsley, York, Cabinet Makers. Dec 13 at 2 at 1a, Albion pl, Leeds. Malcolm, Leeds

Dyer, John George, Downham rd, Kingsland, Grocer. Dec 12 at 3 at office of Peddell, Guildhall chbrs, Basinghall st

Farthing, Robinson, Darlington, Grocer. Dec 14 at 3 at office of Barron, High row, Darlington

Flynn, William, Manchester, Provision Dealer. Dec 13 at 3 at office of Addleshaw and Warburton, Norfolk st, Manchester

French, Charles, Lisson grove, Marylebone, Builder. Dec 18 at 12 at Guildhall Tavern, Gresham st. Wolferstan and Co, Ironmonger lane, Cheapside

Gillet, Joseph Henry, Upper Whitecross st, St Lukes, Pawnbroker. Dec 13 at 2 at office of Kilsby, College hill, Cannon st

Hallam, John, Longton, Stafford, Sausage Maker. Dec 14 at 11 at office of Wilson, Liverpool rd, Stoke upon Trent

Harnett, William, Verney rd, Rotherhithe New rd, Wheelwright. Dec 11 at 3 at office of Stewart, Fore st

Harris, Solomon Myer, and Henry Edward Joel, Newcastle upon Tyne, Dealers in Works of Art. Dec 12 at 2 at office of Chapman, Pancras lane, Queen Victoria st

Hawke, Thomas, Gwennap, Cornwall, Hotel Keeper. Dec 12 at 11 at office of Adams, Princes st, Truro

Hewitt, George, Laceby, nr Gt Grimsby, General Dealer. Dec 15 at 11 at office of Price, Cherry st, Birmingham

Hoeptner, Frederick William, Dalston lane, Grocer. Dec 14 at 3 at office of Cotton, St Martin's le Grand

Holdway, Samuel Temple, Hinton Charterhouse, Somerset, Beerhouse keeper. Dec 13 at 3 at office of Titley, Grange grove, Bath

Holmes, Frederick James, Cardiff, Watchmaker. Dec 12 at 2 at office of Plummer and Parry, Bristol chbrs, Nicholas st, Bristol

Hood, Charles Clifton, Mottingham, Kent, no occupation. Dec 19 at 3 at office of Lawrance and Co, Old Jewry chbrs

Humphris, Richard, Lincoln's inn fields, Clerk in the London Bankruptcy Court Dec 17 at 10 at office of Lee, Gresham bldgs, Basinghall st

Jenkins, William, Wolverhampton, Cooper. Dec 13 at 11 at office of Stratton, Queen st, Wolverhampton

Julius, Bernhard, Beckway st, Old Kent rd, Baker. Dec 15 at 12 at office of Brett, Mincing lane

Khadurbuksh, Henry Thomas, Gloucester, Innkeeper. Dec 13 at 3 at Westgate chbrs, Berkeley st, Gloucester. Haines and Green

Knight, Peter, Horsham, Bootmaker. Dec 14 at 3 at Bridge House Hotel, East st, Horsham. Coole, Horsham

Lecomber, John, Liverpool, Watchmaker. Dec 13 at 2 at office of Levy, North John st, Liverpool
Lewis, John, junr, Stanton on Hine Heath, Salop, out of business. Dec 14 at 12.30 at White Lion Hotel, High st, Wem. Whittingham, Nantwich
Lloyd, Frederick John, Wolverhampton, Cooper. Dec 17 at 11 at office of Willcock, Queen st, Wolverhampton
McAlister, Archibald, Stockton on Tees, Durham, Tailor. Dec 14 at 11 at office of Archer, High st, Stockton on Tees
Maples, Stanley, Liverpool, Wine Merchant. Dec 14 at 12 at office of Chalmers and Wade, Fenwick st, Liverpool. Thornely and Cameron, Liverpool
Matthews, Richard Alfred, Gloucester, Commercial Traveller. Dec 14 at 2.30 at Bell Hotel, Gloucester. Taynton and Sons, Gloucester
May, Robert, Liverpool, Undertaker. Dec 13 at 2 at office of Horner, Manchester st, Liverpool
Merrell, John, Birmingham, Grocer. Dec 12 at 3 at office of Coulton, Cannon st, Birmingham
Moore, Henry, Nottingham, Printer. Dec 17 at 3 at office of Fraser, Brougham chbrs, Wheeler gate, Nottingham
Moss, Job, Hoole, Chester, Innkeeper. Dec 12 at 11 at office of Duncan and Pritchard, Bridge st, Chester
Naylor, William, Dudley, Worcester, out of business. Dec 11 at 11 at office of Tirsley, Priory 2t, Dudley
Nightingale, William, Newington Butts, Furniture Maker. Dec 7 at 2 at office of Harker, Walbrook. Jones, Bucklersbury
Patten, Edmund, Coventry, Tailor. Dec 11 at 2 at office of Johnson and Co, Waterloo st, Birmingham
Potter, James, Liverpool, out of business. Dec 14 at 3 at office of Quilliam and Carruthers, Elliott st, Liverpool
Rawson, Sam, Derby, Tobacconist. Dec 17 at 3 at office of Cooke, Wardwick, Derby
Reed, Charles, Leytonstone, Essex, Builder. Dec 13 at 2 at office of Jennings, Leadenhall st
Richards, John Henry, and William Whitehill, High st, Clapham, Upholsterers. Dec 13 at 3 at 111, Cheapside. Pettiver, College st, College hill
Robertson, James, Whitehaven, Accountant. Dec 14 at 1 at office of Whiteside, Sandhill lane, Whitehaven
Rock, Thomas, Wolverhampton, Stafford, Licensed Victualler. Dec 14 at 3 at office of Dallow, Queen st, Wolverhampton
Rumilly, Alfred Louis Victor, Alfred Louis Victor Charles Rumilly, Richard Percy Chapman Rumilly, and Charles Eugene Victor Rumilly, Little Britain, Glass Merchants. Dec 19 at 3 at office of Lumley and Lumley, Conduit st, Bond st
Scholes, Edmundson, Hollinwood, nr Manchester, Corn Miller. Dec 13 at 3 at office of Lambert, Cross st, Manchester
Sell, William Harris Cheveley, Leeds, Brewer. Dec 17 at 2 at office of Rowth and Co, Commercial bldgs, Park row, Leeds. Elmsley, Leeds
Sharples, William, Blackburn, Lancaster, Hatter. Dec 13 at 3 at Mitre Hotel, Cathedral yd, Manchester. Darley, Blackburn
Smith, Albert, Rotherham, York, Provision Dealer. Dec 12 at 11 at office of Binney and Co, Bank st, Sheffield
Spensley, William, Shildon, Durham, Grocer. Dec 14 at 11.30 at office of Edgar, Silver st, Bishop Auckland
Stent, James, Liverpool, Manager. Dec 12 at 4 at office of Freston, Dale st, Liverpool
Swires, Thomas, Cleckheaton, York, Wire Drawer. Dec 12 at 11 at office of Curry, Cleckheaton
Thomas, Thomas, Neath, Glamorgan, Boot and Shoe Maker. Dec 13 at 11 at office of Davies, Alma pl, Neath
Thomason, John, Whitby, nr Chester, Cheshire, Baker. Dec 18 at 3 at 11, Lord st, Liverpool. Harris and Gorst, Liverpool
Todd, Henry James, Peterborough, Northampton, Baker. Dec 15 at 3 at office of Hart, Priestgate, Peterborough
Tozer, Morgan Price Smith, Bristol, Retired Lieutenant in her Majesty's Indian Navy. Dec 10 at 2 at office of Phillips, Small st, Bristol. Roberts, Bristol
Wadey, Owen, Uxbridge rd, Shepherd's Bush, Estate Agent. Dec 15 at 11 at office of Brest, Mincing lane
Waghorn, Henry Richard, Halifax, York, Stone Merchant. Dec 12 at 11 at Old Cock Hotel, Cornmarket, Halifax. Craven and Sunderland, Brighouse
Ward, Herbert, Huddersfield, Woollen Manufacturers. Dec 12 at 11 at office of Marshall and Naylor, Imperial Arcade, Huddersfield
Welch, William, Hartington rd, South Lambeth, Baker. Dec 11 at 2 at Cannon st Hotel, Cannon st. Courtenay and Co, Gracechurch st
Whittaker, Charles, Lincoln, Grocer. Dec 12 at 12 at office of Williams, Silver st, Lincoln
Wilkinson, Thomas Edmund, Ealing, Carver. Dec 14 at 3 at Westbourne Restaurant, Praed st, Paddington. Crowther, Ealing
Williams, Owen, Holywell, Flint, Licensed Victualler. Dec 20 at 2 at office of Evans and Williams, Well st, Holywell
Williamson, Isaac, Dinckley, Lancaster, Farmer. Dec 13 at 11 at office of Higson, Cannon st, Preston
Wiseman, George, Eastbourne, Baker. Dec 12 at 3 at Leicester House, South st, Eastbourne. Hillman, Lewes
Wood, John Henry, Macclesfield, Printer. Dec 14 at 3 at Falstaff Hotel, Market pl, Manchester. Sims, Manchester

TUESDAY, Dec. 4, 1883.

Abel, William, Pencarreg, Carmarthen, Farmer. Dec 20 at 3 at office of Lloyd, High st, Lampeter
Adams, Edward Rutherforde, Tulse Hill, Advertising Agent. Dec 27 at 2 at 145, Cheapside. Neave, Friday st, Cheapside
Astruglon, Thomas, Croydon, Plumber. Dec 14 at 11 at Greyhound Hotel, High st, Croydon. Greenfield, Clement's lane
Banwell, Edwin, Pontywain, Monmouth, Grocer. Dec 18 at 12 at office of Young, Tredegar chbrs, Tredegar pl, Newport. Edwards, Newport
Bohrer, Maximilian George, and John Hammond Bennett, Fenchurch st, Merchants. Dec 20 at 3 at Mullen's Hotel, Ironmonger lane. Hare, Metal Exchange bldgs, Leadenhall avenue
Bond, William Henry, Buckingham, Veterinary Surgeon. Dec 15 at 11 at Woolpack Hotel, Buckingham. Kilby and Mace, Banbury
Brewster, Frederick, Jockey's Fields, Bedford row, Cabmaster. Dec 19 at 3 at office of Nevett, Theobald's row
Britland, William, Matlock Bath, Derby, Licensed Victualler. Dec 20 at 3 at office of Briggs, Full st, Derby
Brooks, John, Breedow on the Hill, Leicester, Farmer. Dec 20 at 3 at office of Eddowes, St Mary's gate, Derby
Brown, Charles Langford, Old Broad st, Accountant. Dec 17 at 2 at St Michael's Hall, George yd, Lombard st. Merriman and Co, Austin Friars
Byrne, James Dillon, Liverpool, Book Keeper. Dec 17 at 2 at office of Hore and Co, Lord st, Liverpool
Chinery, John, Bury St Edmunds, Baker. Dec 17 at 12 at Guildhall, Bury St Edmunds. Gross, Bury St Edmunds
Clegg, Thomas, Hampton Court, Licensed Victualler. Dec 19 at 12 at Cardinal Wolsey Hotel, Hampton Court. Coburn and Young, Leadenhall st
Clowes, Edward, Blackfordby, Leicester, Licensed Victualler. Dec 15 at 1 at Midland Hotel, Station st, Burton on Trent. East and Smith, Birmingham
Cowie, Alfred Howard, Henry Duckworth, and Daniel Cowie Scott, Liverpool, Cotton Brokers. Dec 14 at 2.30 at office of Gill and Archer, Cook st, Liverpool
Davies, John Lewis, Merthyr Tydfil, Grocer. Dec 17 at 12 at office of Vaughan, High st, Merthyr Tydfil
Dickens, Thomas, Warwick st, Pimlico, Bootmaker. Dec 14 at 2 at office of Thompson and Co, Trinity st, Southwark
Dobson, Jubal, Bradford, Grocer. Dec 12 at 3 at office of Neill and Broadbent, Kirkgate, Bradford
Donovan, Michael, and James Aloysius O'Leary, Cardiff, Grocers. Dec 15 at 2 at 79, St Mary st, Cardiff. Evans, Cardiff
Draper, Thomas, Warrington, Lancaster, Clerk. Dec 14 at 3 at office of Davies and Co, Market pl, Warrington
Dury, Joseph, Tre-harris, Glamorgan, Grocer. Dec 17 at 12 at office of Beddoe, Merthyr Tydfil
Edmonds, Henry, Coventry, Watchmaker. Dec 17 at 2 at office of Homer, Upper Well st
Ellerby, Richard, Barton upon Humber, Lincoln, Ironmonger. Dec 18 at 12 at Law Society, Lincoln's inn bldgs, Bowlalley lane, Kingston upon Hull. Locking, Hull
Ellis, Joseph, Mitcham, Surrey, Builder. Dec 18 at 11 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Aubyn, Gracechurch st
Fraser, Duncan, Willington Quay, Northumberland, Builder. Dec 20 at 11 at office of Fenwick, Grange rd, Jarrow
Gallon, William, Stratford, Essex, out of business. Dec 17 at 3 at office of Barret, Leadenhall st
Gantlett, Alfred, Shawfield st, Chelsea, Plumber. Dec 19 at 12 at 145, Cheapside. Robinson, King st, Snow hill
Gibbs, John Skeed, Rotherham, York, Market Gardener. Dec 17 at 3 at office of Hickmott, Moorgate st, Rothernam
Halsey, Cherubini, Dalston, Baker. Dec 18 at 3 at office of Wolferstan and Co, Ironmonger lane, Cheapside
Hardy, Isaac, Binchester Moor, Durham, Grocer. Dec 17 at 3 at office of Edgar, Silver st, Bishop Auckland
Harrison, William, Gainsborough, Lincoln, Licensed Victualler. Dec 18 at 2 at White Lion Inn, Lord st, Gainsborough. Bescoby, East Retford
Hill, Edward, Ponsonby pl, Westminster, Cab Proprietor. Dec 20 at 3 at office of Smith, Denbigh st, Pimlico
Hillman, Joseph Warn, Withycombe Raleigh, Devon, Coachbuilder. Dec 15 at 10 at office of Southcott, Post Office st, Exeter
Hobinstock, Louis, Barbican, Furrier. Dec 21 at 3 at office of Montagu, Bucklersbury
Hodgson, James, Fleetwood, Lancaster, Agent. Dec 17 at 2 at office of Edmondson, Victoria st, Manchester
Holden, Henry Howard, Stockwell park rd, Brixton, Mercantile Clerk. Dec 20 at 3 at Mullen's Hotel, Ironmonger lane, Cheapside. Wild and Co, Ironmonger lane
Holloway, Benjamin Roberts, Upper Easton, Gloucester, Rope Manufacturer. Dec 14 at 2 at office of Benson and Carpenter, Corn st, Bristol
Howell, Louis Augustus, Cardiff, Licensed Victualler. Dec 10 at 12 at office of Batchelor and Belcher, St Mary st, Cardiff
Hudson, John, Hanley, Stafford, Grocer. Dec 17 at 11 at office of Ashwell, Glebe st, Stoke on Trent
Hughes, John, Llandudno, Carnarvon, House Agent. Dec 20 at 2.30 at office of Chamberlain, Mostyn st, Llandudno
Hurst, John, Hanley, Stafford, Hosier. Dec 13 at 11 at office of Ashmall, Albion st, Hanley
Hutchinson, William Hall, West Hartlepool, Grocer. Dec 19 at 11.30 at Thomas, Market Cross chbrs, Stockton on Tees
Ibbetson, Henry, Norton, nr Stockton on Tees, Market Gardener. Dec 15 at 10 30 at office of Faber and Fawcett, Finkle st, Stockton on Tees
Isaacs, Michael Baber, New Broad st, Merchant. Feb 14 at 2 at Cannon st Hotel, Cannon st. Spyer and Son, Old Broad st
Jacobs, Louisa Elizabeth, Forest Hill, Kent, Schoolmistress. Dec 17 at 12 at office of Edmonds and Co, Cheapside. Vernon and Co, Moorgate st
James, Joseph, Rickmansworth, Hertford, Butcher. Dec 15 at 12.30 at Anchor Hotel, Newport Pagnell. Broad, Watford
Joel, Coleman, Myrtle st, Hoxton, Upholsterer. Dec 17 at 11 at office of Goldring, White Lion st, Norton Folgate
Johnson, Thomas, New Whittington, Derby, Grocer. Dec 15 at 3 at office of Gee, Market pl, Chesterfield
Jones, Henry John, Brass Founder, Birmingham. Dec 17 at 3 at office of Wright and Marshall, New st, Birmingham
Jones, William Powell, Rhyl, Flint, Wine Merchant. Dec 15 at 12 at Albion Hotel, Chester. Davies and Roberts, Rhyl
Joyce, Charles, Rodbourne Cheney, Wilts, Builder. Dec 19 at 11 at office of Foreman, Swindon
Kerry, Edmund, Manchester, Glove Merchant. Dec 21 at 12 at office of Sale and Co, Booth st, Manchester
Kershaw, Samuel, Bradford, Furniture Broker. Dec 17 at 3 at office of Wright, Kirkgate, Bradford
Knight, George Henry Hope, Crewe, Pork Butcher. Dec 15 at 11 at office of Latham, High st, Crewe
Litchfield, Edward, Birmingham, Hotel Keeper. Dec 15 at 11 at Royal Hotel, Temple row, Birmingham. Blewitt, Birmingham
McComb, William, Stoke upon Trent, Commission Agent. Dec 14 at 12 at Copeland Arms Hotel, Glebe st, Stoke upon Trent. Snow, Hanley
Marley, Edwin Perkins, Gravelly hill, nr Birmingham, Timber Merchant. Dec 20 at 3 at office of Rowlands and Co, Colmore row, Birmingham
Moore, John, Long Acre, Poulterer. Dec 17 at 3 at office of Button and Co, Henrietta st, Covent Garden
Morley, Susan Molloy, Ironmonger lane, Rope and Twine Dealer. Dec 13 at 12 at office of Priestley and Co, Cheapside. Lucas, Finsbury pvmnt
Nodding, James, Wolsingham, Durham, Innkeeper. Dec 17 at 11.30 at office of Edgar, Silver st, Bishop Auckland
Osborn, Charles Henry, Hastings, Sussex, Coach Builder. Dec 14 at 12 at office of Davenport and Co, Bank bldgs, Hastings
Parker, Philip, Chorlton cum Hardy, nr Manchester, Baker. Dec 19 at 3 at office of Rains, Princess st, Manchester
Priske, John Homer, jun, Helston, Cornwall, Commission Agent. Dec 17 at 1 at office of Dale, Parade st, Penzance
Rees, John, Cardiff, Glamorgan, Grocer. Dec 13 at 12 at office of Jenkins and Co, Philharmonic chbrs, Cardiff. Morgan, Cardiff
Robertshaw, John, Halifax, Wool Comber. Dec 17 at 11 at office of England and Foster, Townhall chbrs, Halifax
Roberts, Henry, Worcester, Licensed Victualler. Dec 21 at 12 at office of Corbett, Avenue House, the Cross, Worcester
Roberts, Richard, Sheffield, Cigar Maker. Dec 18 at 2.30 at 45, Bank st, Sheffield. Broomhead and Co, Sheffield
Roe, Herbert, Nottingham, Stonemason. Dec 17 at 3 at office of Bright, Pepper st, Nottingham
Rogers, Edward, Hanthorpe Morton, Lincoln, Farmer. Dec 17 at 11 at Nag's Head Inn, Bourne. Deacon and Co
Rowley, William, Monk Bretton, York, Innkeeper. Dec 21 at 11 at office of Tyas, Regent st, Barnsley
Sellars, John Carrington, Birkenhead, Manufacturing Chemist. Dec 18 at 2 at office of Carr and Tomkies, Cable st, Liverpool
Siddall, James, Newcastle upon Tyne, Licensed Victualler. Dec 18 at 3 at office of Marshall, Exchange bldgs, South Shields
Stevens, William, Montpelier rd, St John's College pk, Insurance Agent. Dec 21 at 4 at office of Jackson and Evans, Gracechurch st
Stockley, Charles, Whittington, Salop, Innkeeper. Dec 18 at 2 at Public Hall, Oswestry. Elles, Oswestry
Stubbs, Joshua, Birmingham, Metal Merchant. Dec 14 at 3 at Grand Hotel, Colmore row, Birmingham. Hawkes and Weekes, Birmingham

Stadley, William Thomas, Ealing, Linen Draper. Dec 19 at 3 at Inns of Court Hotel, Holborn. Gold, Southampton bldgs, Chancery lane
Thompson, Thomas, Blackpool, Grocer. Dec 18 at 11.30 at office of Houghton and Co, Winckley st, Preston
Turner, Charles, Valentine rd, Well st, Hackney, Dairyman. Dec 13 at 11 at office of Richardson, Grecian chbrs, Temple. Coleman, Grecian chbrs, Temple
Twigger, William, South Featherstone, York, Beerhouse Keeper. Dec 17 at 11 at office of Lake and Lake, Central chbrs, Wakefield
Tyler, Samuel, Waltham Abbey, Builder, Dec 18 at 3 at office of Bolton and Co, Lincoln's inn fields
Wallen, Caroline, Leicester, Dyer. Dec 17 at 12 at office of Fowler and Co, Grey Friars chbrs, Friar lane, Leicester
Wallis, Mary, Brighton, Proprietress of Ladies School. Dec 18 at 2 at Haxell's Hotel, Marine parade, Brighton. Jenkins, Tavistock st, Covent Garden
West, James Graham, Croydon, Grocer. Dec 17 at 3 at 6, Arthur st East. Hogan and Hughes, Martin's lane, Cannon st
Wharton, John, Darlington, Ironmonger. Dec 15 at 10.15 at Station Hotel, York. Wooler, Darlington
White, Henry, Birmingham, Woollen Draper. Dec 21 at 2 at Grand Hotel, Colmore row, Birmingham. Garland, Birmingham
Williams, John Martin, Camborne, Cornwall, Painter. Dec 17 at 11 at office of Daniell and Thomas, Chapel st, Camborne
Withers, Edwin Ower, Stokenchurch, Oxford, Farmer. Dec 20 at 3 at office of Reynolds, High st, High Wycombe
Wright, John, Motcombe, Dorset, Wheelwright. Dec 13 at 2 at office of Robins, Tent hill, Shaftesbury
Wright, Thomas Ezra, Harrow on the Hill, Baker. Dec 13 at 2 at office of Soames, Finsbury pavement

The Subscription to the SOLICITORS' JOURNAL *is*—*Town*, 26*s.*; *Country*, 28*s.*; *with the* WEEKLY REPORTER, 52*s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office*—*cloth*, 2*s.* 6*d.*, *half law calf*, 5*s.* 6*d.*

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tors," and they could not be entitled to charge the scale fee. Lord Justice FRY added that "the scale applied only when the things referred to had been substantially done by the solicitors. If the first three things mentioned [*i.e.*, preparing contract, deducing title, perusing and completing conveyance] had been substantially done by them, they would be justified in charging according to the scale in Schedule I." But as the vendor's solicitors had not prepared any contract or deduced any title, the court said that they must charge under Schedule II. for perusing the conveyance and attending the completion. The point may perhaps be suggested, what will be the effect of the principle thus laid down on what has hitherto been considered the settled rule, that where a solicitor acts for both vendor and purchaser he is entitled to charge the full scale fees both as vendor's solicitor and as purchaser's solicitor? Will he be considered as "substantially" furnishing an abstract to himself, and making and answering requisitions, so as to entitle himself to both fees?

AN IMPORTANT POINT upon the construction of section 33 of the Poor Law Amendment Act, 1868, under which a husband may be ordered to pay a sum of money towards the cost of the relief of his wife, came before the Queen's Bench Division on Monday last in *Reg.* v. *The Justices of South Shields*. The section in question provides that "when a married women requires relief without her husband, . . . the overseers of the parish . . . to which she becomes chargeable may apply to the justices, . . . and thereupon such justices may summon such husband to appear before them to show cause why an order should not be made upon him to maintain his wife; and . . . such justices may, after hearing such wife on oath, or receiving such other evidence as they may deem sufficient, make an order upon him to pay such sum, weekly or otherwise, towards the cost of the relief of the wife, as, after consideration of all the circumstances of the case, shall appear to them to be proper." The South Shields parish officer had paid a wife three shillings for a week's maintenance, and having summoned the husband, obtained from the South Shields Justices an order for fifteen shillings a week. The husband, objecting that the order could not exceed the sum paid by the parish, appealed. Lord COLERIDGE, C.J., was for upholding the order, but STEPHEN and MATHEW, JJ., were of a contrary opinion, so that the order was reversed, but "as the point was important, the court gave leave to appeal." The question is simply one of construction. If the words "why an order should not be made upon him to maintain his wife" are to be considered as governing words, then the justices were right. But we cannot assent to this view. The words appear to us to be merely introductory, and the key-words are, "towards the costs of the relief of the wife," which must mean, "towards the costs of the actual sum given as relief to the wife." This sum may or may not be sufficient wholly to maintain her, so as to satisfy also the introductory words of the section. A further question might, perhaps, be raised, but could not arise in this case, and that is, whether the word "towards" prevents the justices from making an order to pay the full costs of the relief, or only admits of an order for a contributory payment. Strictly construed, the words would seem to authorize a contributory payment only, but we incline to think that "towards" ought to be construed liberally for the wife, and be held to include the payment of the full costs. It may be remarked, however, that the framers of the Married Women's Property Act, 1882, appear to have taken the same view of section 33 of the Poor Law Amendment Act, 1868, as was taken by Lord COLERIDGE. For, by section 20 of the Act of 1882 (re-enacting, with a slight amendment, section 13 of the Married Women's Property Act, 1870), where the husband of any woman having separate property becomes chargeable to a parish, justices of the peace "may make and enforce such order against her for the maintenance of her husband out of such separate property as, by the 33rd section of the Poor Law Amendment Act, 1868, they may now make and enforce against a husband for the maintenance of his wife." But such a mis-recital could not, we imagine, have the effect of altering the law as laid down with greater particularity in the 33rd section of the Act of 1868 itself.

A CASE before Mr. Justice KAY this week affords a warning to solicitors as to the importance of possessing themselves of full information for the purpose of settling the chief clerk's certificate of accounts of personal estate. In the case referred to, an application was made to vary the minutes of an order on further consideration; which was in effect an application to vary the chief clerk's certificate. It appeared that an executrix in carrying in her accounts at chambers had debited herself with a sum—say, £1,000—as the residue of the estate, but had omitted to state that a portion—say, £500—of that sum had been paid into court, and formed part of a larger sum in court. The chief clerk certified that the estate consisted of the £1,000, *plus* the whole of the sum in court, thus making the executrix liable for £500 more than the value of the estate. In fact, the £500 had been recovered in an action by the executrix, and had been paid into court in the present action by the defendant in the other action. Mr. Justice KAY considered that the application came too late; the chief clerk's certificate had been made in the presence of the solicitor of the executrix; there had been no summons or motion to vary that certificate, and not until after the order on further consideration had been made and was being drawn up had any mention been made of the error. He would say nothing of any right the defendant might have to bring an action against her solicitor, but the application must be refused with costs.

THE NEW BANKRUPTCY RULES.

AFTER many revisions and the consideration of a vast number of suggestions made by various representative bodies throughout the kingdom, these rules have at length been settled by the Lord Chancellor and the President of the Board of Trade, under the provisions of section 127 of the Bankruptcy Act, 1883. We propose hereafter to comment upon them in connection with the various sections of the Act to which they respectively relate, and we shall therefore now only briefly refer to them in general terms.

From the outline of them which appeared in the *Times* before their publication, and which we reprinted in our issue of last week, our readers will have obtained some knowledge of their main provisions, and we have only one mistake in that outline to complain of. The writer states that a trustee "is also bound by the new law to do many things not now required—for example, to forward with the first accounts a summary of the debtor's statement of affairs, showing therein in red ink the amounts realized, and explaining the causes of the non-realization of such assets as may be unrealized." It has evidently escaped the writer's attention that a very similar provision was made by rule 247 of the Bankruptcy Rules of 1870.

It would, probably, have been a matter of considerable convenience to practitioners if a similar order of subject to that observed in the Act had been maintained in the rules; but we find that, on the contrary, the different subjects provided for by the rules are treated entirely without reference to whereabouts the same subject is dealt with in the Act. Thus, rule 2, relating to the interpretation of terms, corresponds in subject with section 168; rule 3, relating to the computation of time, corresponds in subject with section 141; rule 5, relating to matters to be heard in court, is made under section 98, and rule 6 under section 99. Then rule 8 is made for the purpose of carrying out section 94, and rules 16—18 to carry out section 97; rule 53 is explanatory of section 144; section 53 is carried out by rules 72—75; rule 77 relates to section 25; rule 79 to section 102, and so on; and it is not until we get to rule 118 that section 4 and the earlier sections of the Act are dealt with.

With regard to the rules themselves, it will be found that, to a very great extent, they are founded upon the rules made in pursuance of the Act of 1869, with such alterations as the amendments in the law effected by the new Act have rendered necessary; whilst a large number of them are introduced from the Rules of the Supreme Court, and many again are new, being required by reason of new provisions in the Act. We do not propose at present to point out which of the rules come under each of these heads; we propose to do this in dealing with them hereafter. A comparison of the rules as now settled, however, with the preliminary draft issued for the purpose of obtaining suggestions, discloses the fact that the suggestions in that way obtained have

been, to a very great extent, acted upon, and it cannot be denied that, generally speaking, the rules have been very much improved thereby.

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A CASE will be found (*In re Illidge, Davidson* v. *Illidge*, 32 W. R. 148) in last week's WEEKLY REPORTER in which a curious question was discussed and, in one aspect of it, decided. The general question may be stated as follows:—Whether the heir-at-law, or devisee, in whom the legal estate in real property vests under an intestacy or by devise—such real property (in case of a devise) not being subject to a charge or trust for payment of debts—can, as against other creditors, when the real property has been sold as assets in an administration action, claim to retain in full a debt due to him, when the estate of the deceased owner which is being administered is insolvent. This has a considerable resemblance to the right of the executor, in administering a testator's personal estate, to retain his own debt in full as against other creditors, notwithstanding insolvency of the testator's estate, upon which we recently made some remarks (*supra*, p. 5) in connection with the case of *Wilson* v. *Coxwell* (L. R. 23 Ch. D. 764).

In the present case the material facts were as follows:—A testator, by his will made in 1853, gave and bequeathed all his real and personal estate to his mother, whom he appointed executrix of his will. He died in 1875, and his mother, by deed poll, disclaimed the devise of the realty, which thereupon devolved upon the testator's brother, who was his heir-at-law. Certain judgment creditors of the testator having brought an action to administer his estate, the realty, which was of large extent but much incumbered, was sold and the proceeds paid into court to the credit of the action. A considerable debt was due from the testator's estate to the heir-at-law; and, on the other hand, the heir-at-law held a large sum due to the testator's estate in respect of rents and profits received by him under his title as heir-at-law before the sale of the realty. Under these circumstances the heir-at-law claimed, out of the rents and profits, to retain in full his own debt. This claim was disputed by the plaintiffs, the creditors who had brought the action for administration; and it was disallowed by Mr. Justice Chitty.

We may remark, at the outset, that nothing turns upon the fact that the heir claimed to retain his debt out of the rents and profits, and not directly out of the *corpus* of the realty. This distinction appears from the report to have been taken by the learned counsel for the heir-at-law; who apparently urged that a stronger case could be made out in favour of the right of retainer in respect to income than in respect to *corpus*. But, in the first place, this argument, so far as it may be supposed to have any weight, would only make the present decision apply *à fortiori* to cases in which the claim is a claim to retain out of *corpus*. And, in the second place, Mr. Justice Chitty was clearly of opinion that there is nothing in the distinction alleged.

In order to examine the questions at issue, it will be necessary to look at the history of the relations between creditors and heirs or devisees. The reader is aware that, at common law, the simple contract creditor had no claim against his debtor's real estate in the hands of his heir-at-law or devisee; and that even the specialty creditor, until after the passing of the Conveyancing Act, 1881, s. 59, had no claim unless the heir was expressly named in the instrument creating the specialty debt. Until the Statute of Fraudulent Devises, the claim of the specialty creditor, even when valid, bound only the heir, not the devisees of the debtor. By the 3 & 4 Will. 4, c. 104, all real estate, including copyholds, was made assets in courts of equity for the payment both of simple contract and of specialty debts, the latter retaining their right to priority; which priority, however, was abolished by the 32 & 33 Vict. c. 46. If we compare the above stated facts with the principles of law regulating the executor's right of retainer, we shall see that, until the passing of the 3 & 4 Will. 4, c. 104, there is a very strong analogy between the case of the heir, and (after the passing of the Statute of Fraudulent Devises) of the devisee, so far as regards the claim to retain his own debt in full out the real estate, and the claim of the executor (or administrator) so far as regards the claim to retain his own debt in full out of the personal estate. The executor's case is only made a little more complex than that of the heir or devisee, by reason that his claim might probably be in conflict with the claims both of specialty and of simple contract creditors; whereas, in the case of the heir or devisee, until after the passing

tors," and they could not be entitled to charge the scale fee. Lord Justice FRY added that "the scale applied only when the things referred to had been substantially done by the solicitors. If the first three things mentioned [*i.e.*, preparing contract, deducing title, perusing and completing conveyance] had been substantially done by them, they would be justified in charging according to the scale in Schedule I." But as the vendor's solicitors had not prepared any contract or deduced any title, the court said that they must charge under Schedule II. for perusing the conveyance and attending the completion. The point may perhaps be suggested, what will be the effect of the principle thus laid down on what has hitherto been considered the settled rule, that where a solicitor acts for both vendor and purchaser he is entitled to charge the full scale fees both as vendor's solicitor and as purchaser's solicitor? Will he be considered as "substantially" furnishing an abstract to himself, and making and answering requisitions, so as to entitle himself to both fees?

AN IMPORTANT POINT upon the construction of section 33 of the Poor Law Amendment Act, 1868, under which a husband may be ordered to pay a sum of money towards the cost of the relief of his wife, came before the Queen's Bench Division on Monday last in *Reg.* v. *The Justices of South Shields*. The section in question provides that "when a married women requires relief without her husband, . . . the overseers of the parish . . . to which she becomes chargeable may apply to the justices, . . . and thereupon such justices may summon such husband to appear before them to show cause why an order should not be made upon him to maintain his wife; and . . . such justices may, after hearing such wife on oath, or receiving such other evidence as they may deem sufficient, make an order upon him to pay such sum, weekly or otherwise, towards the cost of the relief of the wife, as, after consideration of all the circumstances of the case, shall appear to them to be proper." The South Shields parish officer had paid a wife three shillings for a week's maintenance, and having summoned the husband, obtained from the South Shields Justices an order for fifteen shillings a week. The husband, objecting that the order could not exceed the sum paid by the parish, appealed. Lord COLERIDGE, C.J., was for upholding the order, but STEPHEN and MATHEW, JJ., were of a contrary opinion, so that the order was reversed, but "as the point was important, the court gave leave to appeal." The question is simply one of construction. If the words "why an order should not be made upon him to maintain his wife" are to be considered as governing words, then the justices were right. But we cannot assent to this view. The words appear to us to be merely introductory, and the key-words are, "towards the costs of the relief of the wife," which must mean, "towards the costs of the actual sum given as relief to the wife." This sum may or may not be sufficient wholly to maintain her, so as to satisfy also the introductory words of the section. A further question might, perhaps, be raised, but could not arise in this case, and that is, whether the word "towards" prevents the justices from making an order to pay the full costs of the relief, or only admits of an order for a contributory payment. Strictly construed, the words would seem to authorize a contributory payment only, but we incline to think that "towards" ought to be construed liberally for the wife, and be held to include the payment of the full costs. It may be remarked, however, that the framers of the Married Women's Property Act, 1882, appear to have taken the same view of section 33 of the Poor Law Amendment Act, 1868, as was taken by Lord COLERIDGE. For, by section 20 of the Act of 1882 (re-enacting, with a slight amendment, section 13 of the Married Women's Property Act, 1870), where the husband of any woman having separate property becomes chargeable to a parish, justices of the peace "may make and enforce such order against her for the maintenance of her husband out of such separate property as, by the 33rd section of the Poor Law Amendment Act, 1868, they may now make and enforce against a husband for the maintenance of his wife." But such a mis-recital could not, we imagine, have the effect of altering the law as laid down with greater particularity in the 33rd section of the Act of 1868 itself.

A CASE before Mr. Justice KAY this week affords a warning to solicitors as to the importance of possessing themselves of full information for the purpose of settling the chief clerk's certificate of accounts of personal estate. In the case referred to, an application was made to vary the minutes of an order on further consideration; which was in effect an application to vary the chief clerk's certificate. It appeared that an executrix in carrying in her accounts at chambers had debited herself with a sum—say, £1,000—as the residue of the estate, but had omitted to state that a portion—say, £500—of that sum had been paid into court, and formed part of a larger sum in court. The chief clerk certified that the estate consisted of the £1,000, *plus* the whole of the sum in court, thus making the executrix liable for £500 more than the value of the estate. In fact, the £500 had been recovered in an action by the executrix, and had been paid into court in the present action by the defendant in the other action. Mr. Justice KAY considered that the application came too late; the chief clerk's certificate had been made in the presence of the solicitor of the executrix; there had been no summons or motion to vary that certificate, and not until after the order on further consideration had been made and was being drawn up had any mention been made of the error. He would say nothing of any right the defendant might have to bring an action against her solicitor, but the application must be refused with costs.

THE NEW BANKRUPTCY RULES.

AFTER many revisions and the consideration of a vast number of suggestions made by various representative bodies throughout the kingdom, these rules have at length been settled by the Lord Chancellor and the President of the Board of Trade, under the provisions of section 127 of the Bankruptcy Act, 1883. We propose hereafter to comment upon them in connection with the various sections of the Act to which they respectively relate, and we shall therefore now only briefly refer to them in general terms.

From the outline of them which appeared in the *Times* before their publication, and which we reprinted in our issue of last week, our readers will have obtained some knowledge of their main provisions, and we have only one mistake in that outline to complain of. The writer states that a trustee "is also bound by the new law to do many things not now required—for example, to forward with the first accounts a summary of the debtor's statement of affairs, showing therein in red ink the amounts realized, and explaining the causes of the non-realization of such assets as may be unrealized." It has evidently escaped the writer's attention that a very similar provision was made by rule 247 of the Bankruptcy Rules of 1870.

It would, probably, have been a matter of considerable convenience to practitioners if a similar order of subject to that observed in the Act had been maintained in the rules; but we find that, on the contrary, the different subjects provided for by the rules are treated entirely without reference to whereabouts the same subject is dealt with in the Act. Thus, rule 2, relating to the interpretation of terms, corresponds in subject with section 168; rule 3, relating to the computation of time, corresponds in subject with section 141; rule 5, relating to matters to be heard in court, is made under section 98, and rule 6 under section 99. Then rule 8 is made for the purpose of carrying out section 94, and rules 16—18 to carry out section 97; rule 53 is explanatory of section 144; section 53 is carried out by rules 72—75; rule 77 relates to section 25; rule 79 to section 102, and so on; and it is not until we get to rule 118 that section 4 and the earlier sections of the Act are dealt with.

With regard to the rules themselves, it will be found that, to a very great extent, they are founded upon the rules made in pursuance of the Act of 1869, with such alterations as the amendments in the law effected by the new Act have rendered necessary; whilst a large number of them are introduced from the Rules of the Supreme Court, and many again are new, being required by reason of new provisions in the Act. We do not propose at present to point out which of the rules come under each of these heads; we propose to do this in dealing with them hereafter. A comparison of the rules as now settled, however, with the preliminary draft issued for the purpose of obtaining suggestions, discloses the fact that the suggestions in that way obtained have

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of the 3 & 4 Will. c. 104, the claim of the heir or devisee could compete only with the claims of specialty creditors, because the simple contract creditor had, as against the heir or devisee, no claim at all.

The reasons alleged by Mr. Justice Chitty as being those upon which the executor's right of retainer rests, and from which it sprang, are applicable with remarkable exactness to the case of the heir or devisee before the passing of the 3 & 4 Will. 4, c. 104. These grounds were stated by the learned judge as follows:—"A creditor suing an executor sued only on his own behalf. The judgment at common law was of the simplest kind; if there were assets, the creditor recovered his own debt, and his own debt only. That was one ground. Another ground was, that the executor had a right among creditors of an equal degree to prefer one to another. The third ground was (and it was an obvious principle of law) that the executor could not sue himself. Putting these three reasons together, it was obvious that, unless the executor could retain, he would, at common law, have lost his debt, and would have been compelled to pay a creditor of equal degree before himself, notwithstanding the right which he had at common law." Putting aside the second reason, which we suspect to have had a peculiar historical origin not applicable to the case of real estate, these reasons apply quite as well to the case of the heir or devisee as to the case of the executor; and we accordingly find that, down to the passing of the 3 & 4 Will. 4, c. 104, the heir or devisee had the same right of retainer as the executor, so far as circumstances permitted him to exercise it. That is to say, if his own debt were a specialty debt, he might retain in full as against the other specialty creditors who sued him. There was no need to add that, like the executor, he might, if he were a simple contract creditor, retain his debt in full as against the other simple contract creditors, because the latter had no right to sue him at all. If his own debt was a simple contract debt, he had no right of retainer against specialty creditors.

Let us now inquire what changes have been wrought in this state of things by the 3 & 4 Will. 4, c. 104, and the 32 & 33 Vict. c. 46. The former statute enabled the simple contract creditor, by means of an administration, to get hold of any residue that might remain of the realty, after the specialty creditors, whose rights it expressly preserved, had been satisfied in full. Can any reason be given why this statute should have made a change in the rights of the heir or devisee? At first sight, many might be disposed confidently to answer this question in the affirmative; and, indeed, it is evident that the statute entirely destroys the only two of Mr. Justice Chitty's "grounds" which have much weight. In the first place, it was no longer true, after the passing of the statute, that the individual creditor which was to give effect to the claim of the simple contract creditor sued merely on his own account; because the administration suit was brought for the common benefit of all the creditors. And, in the second place, the remark that the heir or devisee "could not sue himself," no longer applies to the case; because he had no need to sue, but only to prove his debt in the course of the administration. At first sight, it might, therefore, seem that the claim of the heir or devisee could have thenceforth nothing to say for itself. But we must not forget that the very same argument would equally have destroyed the claim of the executor, whenever the court had, whether before or after the 3 & 4 Will. 4, c. 104, made a decree for the administration of the personalty. Yet the executor's right of retainer was recognized without hesitation in administration actions; and it is recognized even to this day. We think, on the whole, that this recognition rests upon good grounds; but, at all events, it rests upon grounds which are equally available to support the claim of the heir or devisee. Therefore, it would seem that, if the analogy of the law is to be regarded, the right of the heir or devisee must be taken to have still subsisted after the passing of the 3 & 4 Will. 4, c. 104.

This view seems to us to have been taken by the late Vice-Chancellor Wickens in the case of *Ferguson* v. *Gibson* (L. R. 14 Eq. 379); and we confess that we are not able to follow Mr. Justice Chitty in the explanation which he seems to have given of that case in the course of his judgment in *In re Illidge*. In *Ferguson* v. *Gibson* a devisee, who was the testator's daughter, was allowed to retain in full a specialty debt; and since it plainly appears from the report that the aggregate of the specialty debts exceeded the amount of the testator's estate, we cannot see much to commend the learned judge's theory, that the decision in that case "may be supported entirely by, and ought to be attributed solely to, the proviso" in the 3 & 4 Will. 4, c. 104, which preserves the priority of specialty over simple contract creditors. It is evident that, upon that hypothesis, the daughter ought only to have taken rateably with the other specialty creditors; whereas she was in fact allowed to retain in full so much of her claim as was held to be a specialty debt.

Now, if we come to the question what change has been effected by the 32 & 33 Vict. c. 46, which abolished the priority of the specialty over the simple contract creditor, we might plausibly conclude that, far from abridging the right of retainer, it has positively enlarged the right. Before that statute, the heir or devisee might retain his own debt, whenever it was of a kind which the law allowed to compete with the debt of the creditor. And we might plausibly infer that now, when simple contract debts may compete on an equality with specialty debts, the heir or devisee may retain his own debt, though only a simple contract debt, as against the claims of specialty creditors. A *dictum* to this effect was delivered *obiter* by the late Vice-Chancellor Malins, with regard to the executor's right of retainer, in *Crowder* v. *Stewart* (L. R. 16 Ch. D. 368, at p. 370); but there is much reason to doubt whether the principle of this *dictum* is sound, and in *Wilson* v. *Coxwell* it seems to have been tacitly surrendered.

But in the case now before us, *In re Illidge*, Mr. Justice Chitty has decided this last question, so far as it concerns the heir or devisee, in the negative. Though we do not understand the reasoning by which the learned judge arrived at this decision, yet we think that it may be justified upon very solid grounds. The right of retainer is an anomalous privilege of (to say the least) very doubtful justice, and it ought not to be enlarged by mere uncertain implication or inference derived from the operation of a statute upon other matters. A large body of recent experience proves indisputably that the Legislature, when it deals with matters of law reform, does not always foresee all the results of its dealings. There can be no doubt that, if the ingenious inventors of the 32 & 33 Vict. c. 46, had foreseen the consequence which Vice-Chancellor Malins deduced from their labours, they would have hastened to forestall the results of that learned judge's logical acumen. This seems to afford a good ground for refusing to allow that statute to extend the right of retainer.

But, not content with the decision of this point, which was the only one before him, Mr. Justice Chitty expressed *obiter* the opinion, that the last-named statute had altogether abolished the right of retainer, and that, even if the debt had been a specialty debt, the heir would have had no right to retain it. We are unable to understand the grounds upon which he based this conclusion, and it seems to us to be in direct conflict with the decision of Mr. Justice Pearson, in *Wilson* v. *Coxwell*, with regard to the right of retainer as subsisting in executors and administrators.

Mr. John Kermack Ford, a retired solicitor, of Portsmouth, who died last week, has bequeathed £2,000 to the Royal Portsmouth, Portsea, and Gosport Hospital, £2,000 to the Portsmouth Grammar School, for the endowment of a scholarship, £1,000 to the Royal Seamen and Marines' Orphan School, £500 to the Portsmouth Royal Sailors' Home, and £100 to the Home for Fallen Women.

Mr. Richard Sherwood, her Majesty's Northern Deemster, or the second judge of the Isle of Man, committed suicide on Saturday. It appears that for some weeks past he had been suffering from sleeplessness, and he had taken chloral and other remedies, but without effect. He became restless and nervous in his manner, but not to such an extent as to excite fears that he would make away with himself. The late deemster was appointed one of the judges of the island in March last. Previous to that time he enjoyed the largest practice in the island as an advocate and solicitor.

A Washington newspaper sagely remarks that the two greatest lawyers in the world (Lord Coleridge and Chief Justice Waite) "are modelled on a different plan, and nature took no two pieces of clay from the same pile in their construction. Waite looks like a hardy, practical, common-sense American; Coleridge, a scholarly, refined, aristocratic Englishman. Waite's hair is heavy and of a dark, iron gray; Coleridge has only a fringe, and this is of a fine silvery colour. Waite's dark face is covered with a heavy beard; Coleridge has no beard at all, and his rosy face has a high forehead, untouched by a single hair. He is as bald as Scipio Africanus, and his crown shines like a baby's cheek.

RECENT DECISIONS.

LIGHT: ANGLE OF 45°.

Parker v. *First Avenue Hotel Company* (32 W. R. 105, L. R. 24 Ch. D. 282).

Though it can hardly be said that this case settles a disputed question, or lays down a new principle of law, yet it is worthy of notice as bringing out very clearly the doctrine upon a practical question of very great importance which has been a good deal obscured by some erroneous notions not uncommonly entertained. The defendants are the company to whom we owe the lofty pile in Holborn, and against them an injunction had been granted to restrain them from building in certain ways to the prejudice of the plaintiff's ancient lights, with the addition of the following clause:—"This injunction is not to prevent the defendants from putting on a sloping roof of greater height [than the height previously therein specified], so long as the angle of incidence of light over such sloping roof to the centre part of the plaintiff's said windows be not less than forty-five degrees from the perpendicular above the point of incidence." The plaintiff objected to the insertion of this proviso, and now moved that the judgment might be varied, so that the injunction should be in general terms to restrain the defendants from erecting any building in such a manner as to darken or obstruct any of the plaintiff's lights as they were previously enjoyed. The Court of Appeal substantially acceded to to the plaintiff's application; and though it was not considered necessary, having in view what the plaintiff himself desired, to make any express variation in that part of the judgment which related to the angle of forty-five degrees, the court made some remarks which will probably have the effect of clearing up all doubts upon the subject. It must in future be taken to be clearly settled that the rule about the angle of forty-five degrees is only a rule of convenience, which is often adopted because it often fulfils all the requirements of the case. And though when the court is clearly of opinion, by reason of admissions upon the pleadings or of the evidence produced at the trial, that the adoption of the rule about forty-five degrees will give the plaintiff all that he is entitled to demand, it is very proper to embody that rule in the consequent judgment or order, yet, in some cases, there is no ground for arriving at such an opinion and in such cases the form of the injunction ought to be in geueral terms.

TRANSFER OF LICENCES.

(*Reg.* v. *Justices of Liverpool*, C.A., L. R. 11 Q. B. D. 638.)

We had long been expecting that the curious case of *Ex parte Todd* (L. R. 3 Q. B. D. 407), followed in *White* v. *Justices of Coquetdale* (L. R. 7 Q. B. D. 238), in which an extremely forced construction had been put upon the statutory powers of justices to transfer licences, would be dissented from or overruled, and now the Court of Appeal has unhesitatingly and unanimously overruled it. The question arises upon section 14 of the Licensing Act, 1828 (9 Geo. 4, c. 61). By that section, amongst very many other things, if the occupier of any licensed house, "being about to quit the same, shall have wilfully omitted, or shall have neglected, to apply for a licence at the general annual licensing meeting," justices at special sessions have jurisdiction to transfer the licence to "any new tenant or occupier of any house so becoming unoccupied." Now, in *Ex parte Todd* it was held that the application to special sessions must be made during the period for which the old licence was in force. As general annual meetings are held from the 14th of August to the 30th of September; as all licences expire on the 10th of October; and as special sessions are held only eight times in the year, the effect of this decision, if strictly observed (though we much doubt whether it was observed in all parts of the country), was inevitably, in many cases, to deprive the "new tenant and occupier" of his *locus standi* to apply for a transfer, with the very painful result that his application became an application for a new licence requiring "confirmation" by a fresh body of justices. *Ex parte Todd* must now be taken to have proceeded upon a pure misapprehension of section 14 of the Act of 1828, a misapprehension which causes us no surprise, as that section is perhaps one of the most involved in the Statute Book. The wonder is that *Ex parte Todd* should have held its ground so long. It should be observed that *Simpkin* v. *Justices of Birmingham* (L. R. 7 Q. B. 482) is not in the least interfered with by the recent decision, "for the decision there," observed Brett, M.R., "was not that there was any limitation of time" within which the jurisdiction to transfer must be exercised, "but that the circumstances were not such as to bring the case within section 14 at all."

COMPENSATION UNDER THE PUBLIC HEALTH ACT.

(*Pearsall* v. *Brierley Hill Local Board*, C.A., 32 W. R. 141, L. R. 11 Q. B. D. 735.)

This case is of considerable practical importance to all public bodies established under the Public Health Act, 1875, and to all persons claiming compensation from such bodies, although it merely decides a point of procedure. Shortly put, the effect of the case is this, that where compensation is claimed under the Public Health Act, and the liability to pay it is disputed, the claimant may have the amount of compensation fixed by an arbitration under the Act, without waiting for the question of liability to be determined until he brings an action upon the award. Bowen, L.J., had decided otherwise upon the authority of *Reg.* v. *Metropolitan Commissioners of Sewers* (1 E. & B. 694), but the Court of Appeal unanimously overruled this decision, distinguishing *Reg.* v. *Metropolitan Commissioners of Sewers*, and pointing out that there was no reason why the procedure for compensation under the Public Health Act should differ from that under the Lands Clauses Act, under which it was conceded that the long-settled practice has been to decide the amount of compensation by arbitration first, and any question of liability (if such should arise) before the courts of law afterwards. It is no doubt inconvenient, as was much pressed in argument, that an expensive arbitration determining amount should be rendered futile by the decision of the High Court negativing liability; but, as was pointed out by more than one member of the Court of Appeal, it may also be inconvenient to determine first the question of title; and it is clearly desirable that the course of procedure for compensation under the Public Health Act should be assimilated, as far as possible, to procedure for compensation under the Lands Clauses Act. We may suggest, however, an amendment of the law. Would it not be well to make generally applicable to all claims of compensation from public bodies or public companies section 41 of the Regulation of Railways Act, 1868, whereby claims for compensation against a railway company, either for lands taken or lands injuriously affected, may, on application of either party, be tried in the High Court, "in the same manner as any issue joined in an ordinary action"? Such a provision would not be put in force except in cases of disputed liability, but would greatly accelerate the settlement of the two questions involved in such cases.

REVIEWS.

THE AGRICULTURAL HOLDINGS ACT, 1883.

THE AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883; WITH NOTES AND AN INTRODUCTORY CHAPTER ON THE SUBSEQUENT MATTER OF THE ACT, &c. By J. W. JEUDWINE, Barrister-at-Law. SECOND EDITION. Waterlow & Sons (Limited).

Mr. Jeudwine's book was, we believe, the first to appear of the large batch of books on the new Agricultural Holdings Act, and we do not think that *in its way* it has yet been surpassed. Speaking generally, it is terse, intelligent, and careful. The introductory chapter gives in a remarkably short space a very fair general idea of the Act. The difficulty of the task can only be appreciated by those who have tried to condense its provisions for themselves. Mr. Jeudwine very properly contents himself with general statements; but by marginal references to the provisions summarized he enables the reader to test for himself the accuracy of the summary. We observe that in this chapter he treats section 43 as applying only to leases by "trustees." This is surely a curious account of a section which has reference quite as much to leases under powers by limited owners as to leases by trustees. The arrangement of the chapter might also be improved by placing the discussion of the mode of evading section 55 by an agreement in

writing that the tenant shall execute no improvements, at p. ix. instead of at p. xix. The rather flippant reference to the phrase, "the inherent capabilities of the soil," at p. xxi., and the note on the subject at p. 3, ought to be replaced by a more useful discussion: surely Mr. Jeudwine must be joking when he inquires whether, if a railway comes near to a farm, and doubles the rental value, this increase is due to the "inherent capabilities" of the soil? The "Summary of Procedure" which follows the introductory chapter will be useful, and the notes appended to the sections are, speaking generally, shrewd and practical. The appendix contains a form of agreement for a lease, on which the preface informs us much time and labour has been expended, but which might with great advantage have been shortened. The words in the reservation of game, "save as provided by the Ground Game Act, 1880," are quite unnecessary, and may lead to a doubt whether the lease contains the reservation to the landlord which is necessary to give him a concurrent right with the tenant under that Act. There are also many forms for use under the Agricultural Holdings Act.

THE LAW OF COMPENSATION FOR UNEXHAUSTED AGRICULTURAL IMPROVEMENTS, AS AMENDED BY THE AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883, AND THE AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883, &c. By J. W. WILLIS BUND, Barrister-at-Law. SECOND EDITION. Butterworths.

Mr. Bund's book is altogether different in scope and design from Mr. Jeudwine's. It is a treatise on the general subject of compensation for unexhausted agricultural improvements, and deals with every branch of that subject. Thus the second chapter treats of compensation under the custom of the country, and contains a full account of the allowances made in different districts. Anyone who knows anything of the subject must agree with Mr. Bund's remarks, at p. 142, as to the inconvenience of these varying customs, under which an incoming tenant in Hertfordshire has to pay under the local custom about £10 an acre under an ordinary valuation, while an incoming tenant in Lincolnshire has only to pay from £1 to £2 an acre. In chapter 3, Mr. Bund deals with compensation by agreement, and gives extracts from the provisions on this subject contained in numerous agricultural agreements and leases relating to lands in different parts of the country. Mr. Bund, whose knowledge of the subject is very extensive, says, with regard to existing leases, that, "although the Agricultural Holdings Act, 1875, has been almost universally excluded, yet, in different parts of the country, liberal provisions have been made by agreement to compensate the tenant for his outlay or improvement, often giving him far more than was given by the Act of 1875, and even more than is given by the Act of 1883." This is followed by a useful summary and explanation of the provisions in the Act of 1883 as to the extent to which compensation under the Act for each class of improvements mentioned in the First Schedule can be excluded by agreement. The provisions of section 2 are, however, hardly stated with sufficient precision on page 183, where Mr. Bund says that "if the tenant does them [*i.e.*, the improvements mentioned in part 1 of schedule 1] he can only get compensation if the landlord *agrees to their being done*, and *then* the landlord and tenant can agree upon the terms on which they are to be done." Before the tenant can get compensation the landlord must consent *in writing* to the improvements being made, and, under the words of the section, it would seem that the terms as to compensation must be stipulated at the time the landlord gives such written consent, or, at all events, as a condition of such consent. As to the improvements in part 3 of schedule 1 also, Mr. Bund fails to expressly point out, on p. 184, that the agreement to exclude compensation under the Act for these improvements must be "a particular agreement in writing," and that it must secure to the tenant "fair and reasonable compensation."

This slight tendency to vagueness of statement is rather characteristic of the book, and is perhaps to be explained, though not extenuated, by the fact that Mr. Bund does not write so much for lawyers as for agriculturalists. His aim, he tells us in the preface, is "to make the book not so much a legal text-book as a practical guide to those who will have to carry out the Act." The notes to the Act of 1883 (which is printed in full in chapter 5) are consequently a good deal more explanatory than would be necessary in a treatise for lawyers, and Mr. Bund says he has referred to "as few authorities as possible." Many of the notes, however, may be consulted with advantage by lawyers; for instance, the note on p. 260 as to the effect of the provisions of section 34 as to a market gardener's fixtures. On the other hand, there is a good deal of criticism of the various provisions of the Act and general disquisition in these notes which would have been better omitted. We are occasionally puzzled with some of Mr. Bund's expressions. What does he mean, for instance, when he says, at p. 287, that "in most agreements [*i.e.*, for agricultural tenancies] it is provided that on a tenant becoming bankrupt or insolvent *the tenancy shall* ipso facto *cease*"? We have seen not a few forms of agricultural agreements, but we have never come across a provision making the tenancy "*ipso facto* cease" on the bankruptcy of the tenant; the provision we have seen enables the landlord, if he chooses, to put an end to the tenancy on that event. On the next page (288) Mr. Bund construes the definition of "landlord" as making "the fact of a man being entitled to receive the rents, in whatever capacity, *and whether for himself or for another person*, conclusive that he is landlord." Does not Mr. Bund here confuse "*entitled*" with "*authorized*"?

We will not, however, continue our criticisms. The suggestions in Mr. Bund's book are often of great value, and it should be in the hands of all who have to deal practically with the question of compensation for agricultural improvements. We should add that forms of documents under the Act are given.

COPYRIGHT.

THE LAWS OF COPYRIGHT. By THOMAS EDWARD SCRUTTON, Barrister-at-Law. London: John Murray.

This book is an expansion of the "Yorke Prize Essay" upon "The Law of Property in Literary Compositions, published and unpublished; the Principles which ought to Regulate it, and how far such Principles have been acted upon in different Countries;" three chapters, dealing with Artistic and Musical Copyright, having been added to the original essay. We have tested that portion of it which gives an account of the English law, and think that it is, as the author says in the preface, "an accurate, plain, and concise statement, in which publishers and authors may find the information they want as to their legal positions, while lawyers may use it, both as a handbook and a guide to statutes and decisions." The chapter on the "History of the English Law of Copyright" is exceedingly well written. The examination of the general principles of each kind of copyright is thoughtful, independent, and well expressed, and shows a complete grasp of the subject. The recommendations of the Royal Commissioners are neatly extracted in connection with each branch of the subject, and Mr. Scrutton pleads emphatically for codification. The index is as good as it could be. Those who have time to do so may read the book through with interest and profit, but we fear that ordinary practitioners will (as, indeed, Mr. Scrutton has anticipated in his preface) find "too much history and theory for the lawyer."

CONTRACT OF PAWN.

THE CONTRACT OF PAWN. By FRANCIS TURNER, Barrister-at-Law. Stevens & Sons.

"The first edition of this work," says Mr. Turner, "was published in 1866, and has for some time been out of print. . . . In the present edition, the work, as originally issued, has been considerably enlarged, and almost entirely re-written; the cases cited have been increased by hundreds, and, in citation, references have been given to the various series of contemporary reports." The work, therefore, is practically a new one, and we propose to deal with it as such.

After a short but quite sufficient history, Mr. Turner deals with his subject in nineteen chapters; "The Manner of Pawning;" "Pledges by Factors, Brokers, and others;" "The Pawnee's Property in the Pawn;" "The Statutory Rights of the Pawnee;" "The Common Law Liabilities of the Pawnee;" "Execution and Distraint upon the Pawn," being some of the more salient titles. These divisions are orderly and natural, but we somewhat miss separate chapters upon the Factors Acts and the Pawnbrokers Acts. In general treatment, we find a happy mixture of the purely scientific with the purely practical. There are frequent references to the Roman law, and citations from Mr. Justice Story; and the English authorities upon the subject are, so far as we have been able to discover, absolutely exhausted. The difficult task of filling up blanks in the law where authorities are silent is, we think, adequately performed in connection with the question (see pp. 111, 135) how far pawnbrokers, licensed before 1873, are affected by the Pawnbrokers Act, 1872. We should have been glad, however, to have had something more than a mere statement that the Court of Common Pleas was equally divided in *Ebsworth* v. *Marine Insurance Company* (L. R. 8 C. P. 596). Mr. Turner has, or ought to have, an opinion one way or another, and we think that he ought to have expressed it. We think, too, considering the extreme importance of *Singer Manufacturing Company* v. *Clark* (28 W. R. 170, L. R. 5 Ex. D. 37), to which frequent and proper references are made, a more detailed statement might have been given of the case itself, of the facts out of which it arose, and of the sections of the Pawnbrokers Act which it expounds.

The Factors Acts and the Pawnbrokers Act are given in an appendix, and an index which, though full, has not enough separate titles, concludes what is, in our opinion, notwithstanding the few small defects which we have already noticed, and the grave defect which we will proceed to notice, a substantially good and reliable book.

The grave defect of which we have spoken is that the *corrigenda* and *addenda* are, beyond measure, numerous. "The author," we are told, "regrets that the passage of the book through the press has been retarded by unforeseen causes, and that, in consequence, the *addenda* have become so numerous as to render it advisable to arrange them in headings corresponding to those of the chapters to which they relate." Considering that the whole book only occupies 350 pages, we cannot but think that Mr. Turner might have done better for his readers in this important matter.

THE LATE MR. BIRCHAM.

A CORRESPONDENT has favoured us with the following interesting reminiscences of Mr. Bircham:—

"It is a sorrowful pleasure to record a few words of admiration for an honoured member of our profession, who was not merely an acute lawyer, a man of shrewd common sense, and an accomplished man of business, but was, better still, a true Christian gentleman.

When a man has disappeared from life it is permissible to praise him, but I can safely assert of the member of our profession whose death you recorded in your journal of the 1st inst., Mr. Francis Thomas Bircham, after an intimate and kindly acquaintance of nearly twenty years, that praise of him, in his lifetime, would have been offensive. No man could have a greater repugnance to any loudly-expressed flattery, or could have a more hearty contempt for the "testimonials" and "tributes" which are so absurdly common in these days, than Francis Thomas Bircham.

He was essentially, and in his very nature, an upright man. He was jealous of the honour and high character of the profession. Anything mean in the conduct of a member of it filled him with indignation. Even any careless regard for the dignity of the solicitor excited his disapproval; occasions on which, within recent years, solicitors have migrated to what is commonly called "the higher branch" of the profession, for mere social distinction, filled Mr. Bircham with righteous disapproval, almost with anger.

But any moral, or even professional, transgression of the received rules of legal conduct was more sharply rebuked. I had to report to him that a solicitor had consented to act in an action for damages for a client who "had not a leg to stand on," who neither legally, equitably, nor morally had any case, and to whom this solicitor had clearly explained that it was almost utterly impossible for him to make out any case if the matter ever came into court. The solicitor, nevertheless, urged by his client to "try it on," undertook the plaintiff's case. "This is the kind of man," said Mr. Bircham, "that would make my profession to stink in the nostrils of the public."

Time would fail me, and your space also, if I attempted to describe his professional merits, and I am doubtful whether I should do justice to them were I to attempt it. Mr. Bircham was, beyond his professional merits, a man of liberal and classical education, and of a highly-cultivated mind. I am not sure whether he wrote the following lines on the approaching dissolution of the eight water companies of London, as proposed by the then Home Secretary, Sir Richard Cross, and arranged by Mr. E. F. Smith, an eminent surveyor:—

"Jam satis lucri! Pereant Sigillæ!
Eu! Crucem aurati patientur octo
Haud recusantes, Opifex salutant
Te morituri!"

But Mr. Bircham certainly rendered the lines in English:—

"Dividends are bygones! Common seals must perish!
Now see the gilded eight their Cross enduring
Coyly submissive, E. F. S., about to
Die, they salute thee!"

How well I recall the classic allusions, the happy quotations, with which Mr. Bircham adorned his talk, perhaps most gracefully at his country seat at Burhill. There, visiting him once on a rather trying and somewhat unpleasant business, I remember, after the matter was settled, his pleasant chat; and how, when I honestly confessed that I coveted his rural ways and pleasures, and would gladly exchange the bustle and fogs of London for these, he smilingly recited as we walked over the meadows—

"O fortunati, sua bona si norint agricolæ."

An apposite Latin quotation or an appropriate line of English poetry would always be greeted by a bright smile, and would often elicit an equally neat illustration.

I said to him one day, on obtaining his decision on a matter which was cumbered by the folly of two litigants,

"'Le monde est plein de fous
Et qui ne les veut pas voir
Doit se renfermer seul
Et casser son miroir.'"

To which he soon replied—

"'The world holds many fools,
Who'd shun them must, alas!
Shut himself up alone
And break his looking glass.'"

His bounty was beyond that of many a richer man, and, both privately and professionally, his liberality, as well as his valuable advice and direction, will be largely missed. He will be regretted, not only by a very large circle of friends, but by numerous humbler dependents. His charities were large but unostentatious, and marked by singular prudence and judgment. I had the opportunity of knowing the liberal but most judicious way in which some of his charity was dispensed, and it is with no small pleasure that I can recognize in the results of his acts of thoughtful liberality the strongest proof of his wisdom.

The witty epigram of his friend, Mr. Arnold White, will be appreciated by the profession:—

"In soundest judgment and in phrases fit,
In ready wisdom and with pleasant wit,
Throughout the lawyers, if you please to search 'em,
You'll never find a better than old Bircham!"

G. W. B.

THE COUNCIL OF JUDGES.

THE Council of the Judges of the Supreme Court met on the 6th inst., at 3.30 p.m., in the Lord Chancellor's Room, at the north-west corner of the Royal Courts of Justice. The Lord Chancellor presided, and there was a full attendance. The question of the duration of the Long Vacation was discussed, and the following resolutions were agreed to, viz.:—

1. That this Council is willing, in accordance with the proposition of the Lord Chancellor, to recommend that the Trinity Sittings of the Court of Appeal, and in London and Middlesex of the High Court of Justice, shall for the future be extended till the 12th of August inclusive, and that the Long Vacation in the several courts and offices of the Supreme Court shall for all purposes commence on the 13th of August.

2. That this Council is willing, in accordance with the proposition of the Lord Chancellor, to recommend that the Michaelmas Sittings of the same courts respectively shall for the future commence on the 24th of October, and that the Long Vacation in the several courts and offices of the Supreme Court shall for all purposes terminate on the 23rd of October.

The proper steps will be immediately taken to give effect to these resolutions, which will curtail the vacation by thirteen full days. A variety of other subjects were discussed, but no definitive conclusion attained. No other resolutions were passed besides those given above.

CORRESPONDENCE.

ACCURATE REPORTING (?)

[*To the Editor of the Solicitors' Journal.*]

Sir,—Can it be true that our judges mutilate the Queen's English to the extent the *Law Reports* represent? I take a few examples from the December number (Chancery Division) only. At page 431 the Master of the Rolls uses the expression "the same words occurs"; at page 455 we find Lord Justice Bowen saying "neither law nor equity recognize"; and at page 571 Vice-Chancellor Bacon remarks, "the practice seem to." It is surely unkind to put the expression "an husband" in Lord Justice Cotton's mouth (p. 351). No doubt many similar instances might be found even in this number, and I venture to think that in one respect, at any rate, the "authorized reports" are unrivalled.

A STUDENT.

The following are the circuits chosen by the judges for the ensuing winter assizes, viz.:—Northern Circuit, Lord Justice Baggallay and Mr. Justice Butt; Midland Circuit, Mr. Justice Denman and Mr. Justice A. L. Smith; North-Eastern Circuit, Mr. Justice Field and Mr. Justice Day; South-Eastern Circuit, Mr. Justice Grove and Mr. Justice North; Oxford Circuit, Mr. Baron Huddleston and Mr. Justice Manisty; Western Circuit, Lord Justice Lindley and Mr. Justice Cave; North Wales Circuit, Mr. Justice Stephen; South Wales Circuit, Lord Justice Fry. Both civil and criminal business will be taken at these assizes, which are expected to begin about the 11th of January next.

THE NEW PRACTICE.

APPOINTMENT OF RECEIVER.

MR. JUSTICE PEARSON has stated that in future, in all cases in which an application is made for the appointment by name of a receiver, ord. 50, r. 17, shall apply; and that the matter shall be sent to chambers for the receiver to complete his security; and that the order appointing him shall be drawn up and dated after the completion of such security. The former practice was, as our readers know, that an order was drawn up appointing A. B. receiver upon his first giving security; which order only came into operation on his giving the required security; but was often acted on before security was given. Mr. Justice North is understood to have adopted a similar course to that taken by Mr. Justice Pearson; and the latter learned judge on Thursday last applied the same rule to the case of the appointment of a provisional official liquidator.

APPLICATION BY SUMMONS FOR PAYMENT OUT OF COURT UNDER THE LANDS CLAUSES ACT.

IT will be seen that Mr. Justice Pearson has, though contrary to his own impression, for the sake of uniformity in practice, adhered to the decision of Mr. Justice Chitty, reported by us last week, that an application for payment out of money paid into court under the Lands Clauses Act is within ord. 55, r. 2, sub-section 2, and must be made by summons. Mr. Justice Kay and Vice-Chancellor Bacon have also intimated that they shall adopt a similar course.

R. S. C., 1883, ORD. 55, R. 2, SUB-SECTIONS 2—7—BUSINESS IN CHAMBERS IN CHANCERY DIVISION—PAYMENT OUT OF COURT—LANDS CLAUSES CONSOLIDATION ACT, 1845, S. 85—SUM NOT EXCEEDING £1,000—PETITION OR SUMMONS.—On the 10th inst. Pearson, J., referred to *In re Calton's Will* (*ante*, p. 67), in which he held that the words "applications for payment or transfer to any person of any cash or securities standing to the credit of any cause or matter where the cash does not exceed £1,000, or the securities do not exceed £1,000 nominal value," do not include applications for the payment out of court of a fund not exceeding £1,000 in amount, representing money paid into court under section 85 of the Lands Clauses Consolidation Act, which may still be made by petition under the Lands Clauses Act, since the words "payment out" are not to be found in sub-section 7, which provides for "applications for *interim* and permanent investment, and for payment of dividends under the Lands Clauses Act, 1845, and any other Act passed before the 24th of August, 1855, whereby the purchase-money of any property sold is directed to be paid into court." PEARSON, J., said that when *In re Calton's Will* was first opened to him he was under the impression that it was covered by a decision of Kay, J., at an early period of the present sittings, and he accordingly said that he should follow that decision, and should, therefore, allow only such costs as would have been incurred if the application of payment out of court of a sum under £1,000 had been made by summons in chambers instead of by petition. Later in the same day he was told by the petitioner's counsel that he was mistaken in supposing that the point had been decided by Kay, J., and then, after looking at sub-sections 2—7 of rule 2 rather hurriedly, he came to the conclusion that the case of an application for the payment out of court of a sum less than £1,000, paid into court under the Lands Clauses Consolidation Act, was not within sub-section 2, but that such an application ought still to be made by petition, and he accordingly allowed the costs of the petition. Soon afterwards the point was brought before his lordship by one of his own chief clerks, who told him that such applications were being made every day in chambers, and asked his direction whether they could be properly made by summons. His lordship had then looked at the provisions of the rule again, and it appeared to him that there was more difficulty in the construction than he had thought when the matter was first mentioned to him in court. And, finding that there was then pending before the chief clerk an application by summons for the payment out of court of a sum of £700, which had been paid in under the Lands Clauses Act, his lordship desired that it should be adjourned before himself in court, in order that the point might be fully argued and considered. That case had not yet come into the list, and in the meantime the very same question had been decided by Chitty, J., after argument, in *In re Maidstone and Ashford Railway Company* (*ante*, p. 101), and he held that the application should be made by summons. And his lordship had been informed by Chitty, J., that Kay, J., intended to follow his decision. His lordship was still inclined to think that the opinion which he had originally expressed was right, but it signified very little whether his view was right or wrong; it was of much more importance that the practice in all the judges' chambers should be uniform. He should, therefore, withdraw his original opinion, and should give directions to his chief clerks for the future to deal with similar applications in chambers, and he should not be able to allow the extra costs of a petition.—SOLICITORS, *Young, Jones, Roberts, & Hale; Clarke, Woodcock, & Ryland.*

R. S. C., 1883, ORD. 39 R. 6—APPEAL FROM COUNTY COURT—NEW TRIAL—MISREJECTION OF EVIDENCE—"WRONG OR MISCARRIAGE."—In *Shapcott* v. *Chappell*, which was an action tried in the county court resulting in a verdict for the plaintiff, application was made by the defendant in the Queen's Bench Division, before Lord Coleridge, C.J., and Stephen and Matthew, JJ., on the 10th inst., for a new trial on the ground of the improper rejection of evidence by the county court judge. The COURT, after hearing the facts and the evidence, intimated that they were of opinion that although the county court judge had been wrong in rejecting the evidence, yet, inasmuch as its admission could not possibly have altered the decision of the case, and no substantial wrong or miscarriage had been occasioned by its rejection, a new trial ought not to be granted in consequence of the provisions of ord. 39, r. 6. It was contended on behalf of the defendant that the provisions of order 39 did not apply to a motion for a new trial on appeal from a county court, but was confined in its operation to motions for new trials in cases tried in the superior courts: and *London* v. *Roffey* (26 W. R. 79, 3 Q. B. D. 6), and *Davis* v. *Godbehere* (27 W. R. 485, L. R. 4 Ex. D. 215), in both of which order 39 was held not to apply to cases remitted to the county courts, were cited in support of this contention. The COURT held that the provisions of ord. 39, r. 6, did apply. While recognizing the authority and correctness of the cases cited, and admitting that some of the rules did not and could not apply to county court cases, they were of opinion that, where a general principle was laid down by a rule which was applicable to all cases, the operation of the rule must not be confined to the superior court cases; and refused a new trial.—SOLICITORS, *Godfrey; Mackrell & Co.*

R. S. C., 1883, ORD. 70, R. 3—APPLICATION TO SET ASIDE PROCEEDINGS ON GROUND OF IRREGULARITY—OMISSION FROM NOTICE OF MOTION OF OBJECTIONS RELIED ON.—In the case of *In re The South African Syndicate Company*, before Chitty, J., on the 7th inst., a motion was made to discharge or stay an order made on the 24th ult. for winding up the company, the grounds of the application being that the petitioner was not qualified to present the petition within the Companies Act, 1867, s. 40, not having held his shares for the requisite six months, and also because he had parted with his shares before the order was made, and also because the affidavit verifying the petition was insufficient. It appeared that the notice of motion did not comply with R. S. C., 1883, ord. 70, r. 3, as it did not state the objections intended to be insisted on. CHITTY, J., said that as the notice of motion failed to comply with ord. 70, r. 3, he had no jurisdiction to hear the application. He would, however, in the present case, give leave to amend.

R. S. C., ORD. 39, R. 4; ORD. 64, R. 7—NOTICE OF MOTION—ENLARGEMENT OF TIME.—In the Divisional Court of the Queen's Bench Division, on the 6th inst., in the case of *Smith* v. *Smacksmen Insurance Company*, there was a motion that judgment be set aside and a new trial granted, on the ground that the verdict was against the weight of evidence. Counsel for the plaintiff took a preliminary objection that the plaintiff had received no proper notice of the motion. By ord. 39, r. 4, the notice of motice of motion shall be served, "if the trial has taken place elsewhere than in London or Middlesex, within seven days after the last day of sitting on the circuits." The time for serving a motion, therefore, began at the close of the vacation on the 24th of October, while the plaintiff was not served with notice until the 3rd of November, which was four days too late. It was suggested for the defendant that the court had power to enlarge the time under ord. 64, r. 7, and that his solicitor was not aware of the change effected by the new rules. The court (GROVE, J., and HUDDLESTON, B.) observed that the enlargement of time was a matter in their discretion, but as there appeared to have been a *bonâ fide* excuse, they would allow the defendant to file an affidavit showing the reason of the delay.—SOLICITORS, *John Cotton*, for *Summers & Brown*, Grimsby; *Clarkson, Greenwell, & Wyles*, for *Grange & Wintringham*, Grimsby.

R. S. C., 1883, ORD. 54, R. 12 (i.); ORD. 57, R. 15—INTERPLEADER—COSTS—JURISDICTION OF MASTER.—In the case of *Hanson* v. *Maddox; Yeo, Claimant*, application was made in the Queen's Bench Division, before Day and A. L. Smith, JJ., on the 7th inst., on behalf of the plaintiff, to set aside an order of Field, J., at chambers, dismissing an appeal from an order of Master Dodgson. At the hearing of the interpleader summons, the claimant Yeo had withdrawn his claim, and the master had made an order that Yeo's claim should be barred and that the defendant should pay the plaintiff £25 (the amount claimed in the action), after deducting therefrom his (the defendant's) costs of the action and of the interpleader proceedings, which amounted to £8. Field, J., dismissed the appeal from this order on the ground that he had no jurisdiction, the master's decision being final, and it being an appeal as to costs only. It was contended on behalf of the plaintiff that, although the master had jurisdiction under ord. 57, r. 15, to deal with the costs of the interpleader proceedings before him, by ord. 54, r. 12 (i.) he had no power to deal with the costs of the action, and that, therefore, as he had exceeded his jurisdiction in dealing with them, the plaintiff was entitled to relief. In support of the order, it was contended that the party interpleading was entitled, on bringing the amount claimed into court, to deduct the amount of his costs up to that period, on the authority of *Searle & Co.* v. *Matthews; Fox, Claimant* (*ante*, p. 47); that the master had by ord. 57, r. 15, power to deal with the costs, and that this power was not affected by the provisions of ord. 54, r. 12 (i.); his decision was final, there being no appeal as to costs by section 49 of the Judicature Act, 1873. The COURT allowed the appeal, holding that the master had no jurisdiction to award the costs of the action. Ord. 57, r. 15, only gave him jurisdiction over the costs of the interpleader proceedings. The costs of

the action were within the costs excepted from his jurisdiction by the provisions of ord. 54, r. 12 (i.).—Solicitors, *Stollard; Dod & Longstaffe.*

R. S. C., ord. 55, r. 2 (1)—Application for Payment out of Court—Order declaring Rights of Applicant—Petition or Summons—Lands Clauses Consolidation Act, 1845, s. 85.—In a case before Bacon, V.C., on the 7th inst., of *Re Brandram's Trusts*, the question was raised whether an application for the release of £1,666 13s. 4d. Consols, part of a larger sum of £5,000 in court, as security for three annuities of £50 each, on the death of one of the annuitants, should be made by summons or petition. The Metropolitan Board of Works had taken land subject to the trusts of the will of Thomas Brandram, and the proceeds of sale had been paid into court. Orders had from time to time been made on petition in the matter, and by one of them, of the 26th of March, 1870, it was ordered that out of the interest on the £5,000 the annuities should be paid, and that the residue of the interest should be paid to Arthur Brandram. One of the annuitants had recently died, and Arthur Brandram now applied to have the capital released by her death paid out to him. It was argued that his rights had been declared by the order of the court, and that under ord. 55, r. 2, sub-section 1, the application was properly made by summons. Reference was made to *In re Calton's Will* (*ante* p. 67); *In re Maidstone and Ashford Railway Company* (*ante* p. 101). Bacon, V.C., said that the question could be answered by reading the rule. Sub-section 1 was clear and explicit and not affected by any other rule or section; and, reading that sub-section according to its true sense and meaning, and finding that in this case there had been an order declaring the rights of the present applicant, and assuming that the evidence was complete, his lordship held that Arthur Brandram was clearly entitled to get the order asked for on summons, and that the board could not be put to the expense of a petition when a summons would suffice.—Solicitors, *Tompson, Pickering, Styan, & Neilson; Metropolitan Board of Works.*

R. S. C., 1883, ord. 19, rr. 6, 7—Will—Probate—Allegation of undue Influence—Particulars—In a case of *Marquis of Salisbury* v. *Greville-Nugent*, before the Court of Appeal, on the 12th inst., a question arose as to the extent to which a person who opposes the granting of probate of a will, on the ground that its execution was procured by the exertion of undue influence upon the testator, is bound to furnish to his opponent particulars of the undue influence which he alleges. In the present case the probate of a will was opposed on this ground, and an application was made by an intervener to the Probate Division that the defendant should give particulars of the undue influence which he alleged. Hannen, P., ordered that the defendant should give the names of the persons who were alleged to have exercised the undue influence, but declined to order any further particulars to be given. The intervener desired to have a statement of the acts which were relied on, with dates and places. Hannen, P., said that it would be contrary to the settled practice of the Probate Court to require any further particulars to be given in such a case, and that he could not see that any advantage would result from the giving of further particulars. He was also of opinion that rule 6 of order 19 of the Rules of 1883 had not altered this practice, even if it applied, which it was in effect admitted that it did not, because the statement of defence was delivered before those rules came into operation. He thought that rule 6 was only intended to alter the mode in which the particulars were to be given—that is, that they were to be given in the pleading instead of separately. The Court of Appeal (Cotton, Lindley, and Fry, L.JJ.) affirmed the decision. Cotton, L.J., said that if he had to lay down the rule applicable to such cases he should be of opinion that the particulars to be given should not be restricted to the names of the persons who were alleged to have exercised undue influence. He thought it would be better for the parties, and would tend to save expense, that the party who alleged undue influence should state generally the nature of the acts which he intended to prove, so that his opponent might come prepared with evidence at the trial to disprove them. His lordship, however, did not feel at liberty to set aside the long-established practice of the Probate Court, though, if he had felt free to do so, he should have required further particulars to be given. Lindley, L.J., agreed that the court was not free to alter the established practice. Not only was that practice an old-established one, but it appeared to his lordship to have much good sense in it. Though it might be necessary for the defendant to carry his case to the extent of proving fraud, yet the charge was a general one as to which it was almost impossible to give particulars. And this seemed to be the reason why the practice had been established as it had been. Moreover, it had been established by judges of the highest eminence, who were very familiar with the results of giving particulars. To his lordship's mind, the inference was very strong that the practice as established had been found to work well, and, so far as he could see, it was a good practice. Fry, L.J., was of the same opinion. He attributed great weight to the practice of the Probate Court, and he was far from satisfied that the form of the order was not the very best which could be adopted. The question was merely as to the extent of the particulars, and the Court of Probate had in practice found the giving of the names of the persons to be sufficient. His lordship felt bound to say that he thought it would be extremely difficult to give particulars of undue influence. The influence, for example, of the members of a family upon a father must involve the whole history of the family for many years. In most cases the giving of these particulars would result in great prolixity, and would tend to the making of many applications for further and better particulars, and would lead to long contests.—Solicitors, *Collyer-Bristow & Co.; E. Swain.*

JUDGES' CHAMBERS.

Queen's Bench Division.

(Before Field, J.)

Dec. 6.—*Parsons and another, Trustees,* v. *Burton.*

Pleading—Question of law—Ord. 35, rr. 2, 4.

This was a summons on appeal from the district registrar of Nottingham's refusal to set aside a statement of claim on the ground that it showed no cause of action.

The statement of claim alleged that the plaintiffs, as trustees, had conveyed a piece of land to one Lawson, and that, by that conveyance, Lawson covenanted to pay to the plaintiffs a part of the expenses of making a road, &c., in proportion to his frontage; that the defendant had bought the land in question from Lawson; that the road had been made, and that the defendant refused to pay his proportion of the expenses.

J. L. Goddard, for the defendant.—This claim discloses no cause of action. Now that demurrers are abolished, it is submitted that the proper mode of objecting to a statement of claim on that ground is by a summons in this form, under rule 4 of order 39.

Etherington Smith, for the plaintiffs.

Field, J.—Applications under rule 4 of order 35 are not intended to take the place of demurrers, where there is any question of law to be argued, but are only intended to get rid of frivolous actions. The defendant can raise the point of law by his pleading, under rule 2 of the same order.

The following order was ultimately agreed to:—

No order; defendant to raise the point of law by his statement of defence, and the same to be set down and disposed of at once as the hearing of the cause; judgment for £36 13s. to be given for the plaintiffs, if the decision is in their favour, otherwise judgment for the defendant with costs.

Solicitor for the plaintiffs, *Parsons.*

Solicitor for the defendant, *Turner*, Nottingham.

Dec. 7.—*Mayor, &c., of Rotherham* v. *Peace.*

District registry, appeal from—Notice of appeal—Ord. 35, r. 9.

This was an appeal from a district registrar.

The objection was taken that the notice of appeal under rule 9 of order 35 was signed only by the country solicitor, and that, as he could not practice in London, the notice was bad.

Field, J.—All that I have to say is whether this is a good notice of appeal. Of course the notice is not a good one if it is not signed by the right person. Here the plaintiff has brought an action in the Sheffield District Registry—*i.e.*, in the country. The London solicitors do not desire to go down to Sheffield; so the country solicitors carry on the proceedings in the district registry. Then the district registrar has made an order which is complained of. The appeal might have been by way of indorsement on the summons by the registrar at the request of the party. That was not done in this case. The other mode of appealing is by notice in writing. Who is to do that? The solicitor there is the person who hears the decision. I know no reason why the notice of appeal should pass through the London office for any purpose. I think, therefore, that a notice of appeal signed by the country solicitor is a good notice. A restriction upon a right of appeal can only be imposed by clear words.

Dec. 10.—*Guéret and another* v. *Young.*

Costs—Unnecessary proceedings—Separate actions against underwriters—Ord. 65, r. 27, sub.-r. 20.

This was an application to stay proceedings upon payment of the sum claimed and costs, less certain costs alleged to be unnecessary.

These were sixteen actions against underwriters which had been consolidated by order. The plaintiffs now desired to pay as for a total loss, but objected to pay the costs of the sixteen writs.

For the defendants it was contended that the universal practice now was either to join all the underwriters in one action or to proceed against one and procure an undertaking from the others to be bound by the result; that the extra costs involved in issuing sixteen separate writs would be about £80; and that ord. 65, r. 27, sub-r. 20, gave power to disallow such costs.

Baugh Allen, for the plaintiffs, contended that there was nothing in the rules to prevent a plaintiff bringing separate actions; that the objection should have been taken and the costs provided for when the consolidation order was made; and that, as this was a summons in the action ordered to be tried, the costs in the other fifteen actions could not now be dealt with.

Field, J., ordered that the plaintiffs should have their costs in this action, and that, as to the other actions, the plaintiffs should pay to the defendants such costs, if any, as they had been put to by the bringing of separate actions in lieu of including all the defendants in one writ.

Solicitors for the plaintiffs, *Ingledew & Ince.*

Solicitors for the defendants, *Waltons, Bubb & Walton.*

Dec. 10.—*Harris* v. *Jewell and another.*

Separate executions for debt and costs—Ord. 42, r. 18.

This was an application to review the master's taxation of a bill of costs.

Judgment had been obtained under order 14 for the amount of the debt and costs to be taxed, and execution had been issued on the same day.

The plaintiff subsequently applied to Master Dodgson to tax his costs; and upon the taxation the defendants objected that before any notice to tax or bill of costs had been delivered execution had issued; that the judgment was satisfied, and that, as there could be no effective execution for the costs, the master should disallow all the items or refuse to tax. Master Dodgson overruled the objections on the following grounds:—"Ord. 42, r. 18, seems to me to abrogate the old practice under which, if a judgment creditor issued execution before the costs were taxed he was held to have waived his right to costs. If rule 18 is held only to apply where the judgment for debt and costs is complete by the taxation, it has no reasonable object. At least I cannot see any reason why a rule should be made, the only effect of which would be that, when the costs have been taxed, the creditor should be allowed to have two executions where one execution is sufficient. But the taxation often lasts a very long time and there is no reason why the creditor should be kept out of his debt while the amount of his costs are being ascertained. Parties used to sacrifice their costs in order to secure their debt. This is a very good reason why the new rule allowing separate executions should be made. The judgment before the taxation is a judgment for the debt and for costs to be taxed, and is therefore a judgment for debt and costs within the meaning of the rule. I remark that in Andrews and Stoney's book there is in the margin of rule 18 this note, 'Executions on judgment in Chancery Division,' but I can see no reason for confining the rule to that Division."

FIELD, J., affirmed the decision of the master.

Appeal dismissed.

Solicitors for the plaintiff, *Blaxams & Ellison.*

Solicitor for the defendants, *W. F. Morris.*

CASES OF THE WEEK.

COMPANY—WINDING UP—CONTRIBUTORY—DIRECTOR—QUALIFICATION—CONTRACT TO TAKE QUALIFYING SHARES—REASONABLE TIME TO FULFIL CONTRACT—COMPANIES ACT, 1862, ss. 16, 23.—In a case of *In re The Colombia Chemical Factory and Phosphate Works*, before the Court of Appeal on the 4th inst., a question arose as to the liability of the director of a company to take the number of shares necessary, according to the constitution of the company, to qualify him for holding his office. Itwas provided by the articles of association of the company, which was incorporated in June, 1879, that B., H., and others should be the first directors of the company; that the qualification of a director should be the holding in his own right of shares to the nominal value of £500 on which all calls had been paid, provided that that clause should not invalidate any acts of the first directors prior to their being so qualified; and that the office of director should be vacated if the director ceased to hold his qualification. B. and H. each signed the memorandum of association for one share, and also signed the articles. No shares other than the one share for which the memorandum of association was signed by them were ever applied for or allotted to either B. or H. B. attended the first two meetings of the directors, on the 11th and 13th of August, 1879; but on the 17th of September sent in his resignation, which was accepted by the board at the third meeting, held on the 2nd of October, 1879. H. remained a director until November, 1879, when a resolution was passed for a voluntary winding up. In January, 1880, an order was made for a compulsory winding up. The liquidator applied to the court to have the names of B. and H., respectively, placed upon the list of contributories in respect of the number of shares constituting a director's qualification under the articles of association. Kay, J., refused the application, holding that it was impossible to arrive at the conclusion that either B. or H. had ever agreed, either expressly or by implication, to become an allottee of shares in the company, and that, as they had not done so, they were not liable to be placed on the list of contributories. This decision was affirmed by the Court of Appeal (COTTON, LINDLEY, and FRY, L.JJ.). COTTON, L.J., who delivered the judgment of the court, said that, under section 16 of the Companies Act, 1862, B. and H. must be considered as having, by signing the articles, entered into a contract to conform to all the regulations therein contained. The articles, therefore, amounted to a covenant to become directors, and to obtain the necessary qualification. But, under the circumstances, to make them contributories in respect of the shares now in question it must be established that this amounted to an agreement to become a member in respect of the qualification shares within the meaning of section 23 of the Act of 1862. To satisfy this section it must be established that there was an agreement between the company and the alleged contributories for the latter to take from the company, and for the company to give the shares. The agreement to obtain the shares necessary for a director's qualification might be performed either by taking shares from the company or by taking them from any shareholder, and an agreement with a shareholder to take his shares would not be an agreement within section 23 of the Act. Many cases, however, were cited in the argument in support of the liquidator's contention, but in none of the cases had any one been held liable for the shares to make up his qualification under circumstances like those of the present case, though undoubtedly in several cases expressions had been used by judges which apparently supported the contention. But it would be found that, when the directors had been held liable, the shares had been entered either in the register or in other books of the company as belonging to the person who, while these entries were in the books, was acting as a director, and he was treated as having known and assented to the entries, and as thus having accepted shares offered to him by the company. There was a difference of opinion between the members of the court on the question whether the contract entered into by these directors to obtain a qualification did amount to an agreement to take shares within the meaning of section 23, and in the view of the case, in which their lordships all agreed, it was not necessary to decide, and they thought it better not to express any opinion on, the point. The contract of a director under articles to acquire the necessary qualification, whatever its effect as regarded section 23, must be to do so within a reasonable time—that is, the director must be allowed a reasonable time for performance. What was a reasonable time must depend on the circumstances of each case. Where the company was an established and going concern, the reasonable time within which the contract was to be performed might be before the alleged contributory had begun to act. For the reason of requiring a qualification was the protection of the shareholders, and with that object to secure that persons acting in the management of the affairs of the company should have a substantial pecuniary interest in it. In the present case, as the directors named in the articles signed the memorandum for one share each only, it could not have been intended that they should not act before the qualification. If it had been so, they would have been required to sign the memorandum for the amount of shares necessary to give the qualification. The company, though formally constituted, never had any business existence. No member of the public who had not signed the memorandum ever applied for or had allotted to him shares in the company. The board of the company was not fully constituted; no business was ever done, and nothing was done except to vary, and complete as varied, the agreement, the working of which was to constitute the business of the company. The whole thing was inchoate only. Having regard to these circumstances, and to the very short time during which the company had even a formal existence, their lordships were of opinion that, whatever, as regarded the position of B. and H. under section 23, might be the effect of the contract to acquire a qualification, a reasonable time for completing that contract had not elapsed before the company was wound up, and that neither B. nor H. could be held contributories in respect of any shares, except those for which they signed the memorandum of association.—SOLICITORS, *T. C. Russel; Sheppard & Riley; Lovell, Son, & Pitfield.*

PROOF IN BANKRUPTCY—ADMISSION BY TRUSTEE—RIGHT OF ANOTHER CREDITOR TO APPLY TO EXPUNGE—BANKRUPTCY ACT, 1869, s. 20—BANKRUPTCY RULES, 1870, RR. 72, 73, 74.—In a case of *Ex parte Morriman*, before the Court of Appeal on the 7th inst., the question arose whether, after the proof of a creditor has been admitted by the trustee in a bankruptcy, another creditor, who has proved in the bankruptcy, is entitled to apply to the court to expunge the proof of the first. Rule 72 of the Bankruptcy Rules, 1870, provides that "a creditors' trustee, as soon as may be after his appointment, and after the receipt of a proof of a debt, shall examine every proof and the grounds of the debt, and in writing reject or admit it, in whole or in part, or require further evidence in support thereof; and where he shall admit or reject any claim he shall give notice thereof in writing to the creditor, stating, in case of rejection, the grounds thereof." By rule 73, "If at any time after the admission of any debts by the trustee he shall have reason to believe that such debt has been improperly admitted, he may apply to the registrar, upon affidavit setting forth the facts, for a day to be appointed for the court to consider the propriety of expunging the proof or reducing the amount thereof." And by rule 74, "Any creditor dissatisfied with the decision of the trustee in respect of a proof, may, within fourteen days after the receipt of the notice from the trustee, apply to the court to vary or reverse the decision, and the creditor shall give notice to the trustee thereof seven days before the day so fixed." By section 20 of the Bankruptcy Act, 1869, "The bankrupt, or any creditor, debtor, or other person aggrieved by any act of the trustee, may apply to the court, and the court may confirm, reverse, or modify the act complained of, and make such order in the premises as it thinks just." In the present case the trustee had admitted a proof tendered by a creditor N. M., another creditor who had proved, applied to the court to remove the trustee, on the ground that he had improperly and corruptly admitted N.'s proof. M. also, by another application, asked that N.'s proof might be expunged. He did not serve the trustee with notice of the second application. The registrar dismissed the application to remove the trustee. He then heard the second application and refused it. M. appealed, and on behalf of N. the objection was taken that a creditor had no *locus standi* to apply to have the proof of another creditor, which the trustee had admitted, expunged. If this could be done every creditor could litigate the proof of every other creditor. At any rate, such an application could not be made behind the back of the trustee whose decision was impugned. And it was contended that the only thing which the creditor could do would be to apply to the court under section 20, giving notice to the trustee, to order him to show cause why his decision should not be reversed, or to ask, as he had done in this case, to have the trustee removed. Notice of the appeal was served on the trustee. The court (COTTON, LINDLEY, and FRY, L.JJ.) overruled the objection. COTTON, L.J., said that every creditor had an interest in seeing that proofs were not wrongly admitted. The creditors had, no doubt, a remedy against the trustee for corrupt conduct in the admission of a proof, by applying to the court to remove him. But in the present case such an application had been made, and it had been held that the trustee had not acted corruptly. The creditor, however, still said that the proof had been admitted in error, and he asked that it might be expunged. His lordship was of opinion that the applicant had such an interest as entitled him to apply to the Bankruptcy Court and to appeal to this court. His lordship did not say that the application ought not to be made to the trustee in the first instance, but, if the trustee was of opinion that the proof ought to be admitted, he could not well apply himself to the court to expunge it. LINDLEY, L.J., and FRY, L.J., concurred.—SOLICITORS, *Digby & Digby; Charles Turner; Rooke & Sons.*

SOLICITOR—COSTS—TAXATION—SOLICITORS' REMUNERATION ACT, 1881—GENERAL ORDER OF AUGUST, 1882, R. 2, SCHEDULES 1, 2.—In a case of *In re Lacey*, before the Court of Appeal on the 13th inst., an important question arose upon the construction of the General Order under the Solicitors' Remuneration Act, 1881, and the schedules thereto. Rule 1 of the order provides that the order "is to take effect from and after December 31, 1882." Rule 2 provides that (subject to an exception which it is not necessary to refer to) "the remuneration of a solicitor in respect of business connected with sales, purchases, leases, mortgages, settlements, and other matters of conveyancing, and in respect of other business, not being business in any action, or transacted in any court, or in the chambers of any judge or master, is to be regulated as follows—viz.: (*a.*) In respect of sales, purchases, and mortgages completed, the remuneration of the solicitor having the conduct of the business, whether for the vendor, purchaser, mortgagor, or mortgagee, is to be that prescribed in part 1 of schedule 1 to this order, and to be subject to the regulations therein contained." "(*c.*) In respect of business not hereinbefore provided for, connected with any transaction the remuneration for which, if completed, is hereinbefore, or in schedule 1 hereto, prescribed, but which is not, in fact, completed, and in respect of settlements, mining leases or licences, or agreements therefor, re-conveyances, transfers of mortgage, or further charges, not provided for hereinbefore or in schedule 1 hereto, assignments of leases not by way of purchase or mortgage, and in respect of all other deeds or documents, and of all other business the remuneration for which is not hereinbefore, or in schedule 1 hereto, prescribed, the remuneration is to be regulated according to the present system as altered by schedule 2 hereto." Schedule 1, part 1, is headed "Scale of charges on sales, purchases, and mortgages, and rules applicable thereto," and the scale provides (*inter alia*): "Vendor's solicitor for deducing title to freehold, copyhold, or leasehold property, and perusing and completing conveyance (including preparation of contract or conditions of sale, if any), 30s. per cent. for the first £1,000, and 20s. per cent. for the second and third £1,000." Schedule 2 is headed "Instructions for, and drawing and perusing deeds, wills, and other documents," and provides (*inter alia*): "In ordinary cases as to drawing, &c., the allowance shall be (*inter alia*) for perusing, one shilling per folio." In the present case an agreement for a lease was entered into on the 19th of December, 1881, and it contained a provision that the lessee should have the option within five years of purchasing the remainder in fee of two plots at the respective prices of £1,125 and £1,237, the purchase-money to be paid and the purchase completed on such one of the quarterly days appointed for the payment of rent as should happen next after the end of three calendar months from the date of such notice. The costs of the vendor and of attending the purchase, or incidental thereto, including the abstract of title, were to be borne by the lessee. The purchaser gave notice of his desire to exercise his option of purchase as to one plot on the 1st of December, 1882, and as to the other on the 11th of December, 1882, and the time for completion according to the agreement was the 25th of March, 1883. He gave notice to the vendor that he did not require any abstract of title, but that he was content to take the vendor's title. The purchaser's solicitor prepared the draft conveyance; it was sent for perusal on the 29th of December, 1882, and it was perused, after the 1st of January, 1883, by the vendor's solicitors on his behalf. They also attended the completion. This was all the business they transacted in the matter. The purchase was, at the wish of the purchaser, completed on the 16th of February, 1883. The vendor's solicitors sent their bill of costs to the purchaser on the 2nd of February. In it they charged (in addition to stamps), "as to conveyance of plot for £1,125," £16 10s.; and, "as to conveyance of plot for £1,237," £17 10s. The purchaser objected to these charges, on the ground that the scale under the Order of 1882 did not apply, but ultimately, as the vendor's solicitors would not complete without payment of these charges, the purchaser paid them, and, in October, 1883, took out a summons for taxation of the bill. Bacon, V.C., directed taxation of the bill "in accordance with the scale of conveyancing charges existing prior to the 31st of December, 1882." The Court of Appeal (COTTON, LINDLEY, and FRY, L.JJ.) discharged the order for taxation, on the ground that the payment had not been made under any pressure. COTTON, L.J., said that, though it was not necessary to decide the point, yet, as it had been fully argued, and was a question of general importance, he thought the court ought to express an opinion as to the application of the scale of charges in schedule 1. He was of opinion that the new order applied. But, in fact, the substantial part of the business mentioned in schedule 1, under the head of "deducing title, &c.," had not been done by the vendor's solicitors in the present case. The only things which they had done, among those mentioned in the schedule, were perusing the draft conveyance prepared by the purchaser's solicitor. They would be entitled also to remuneration for attending the completion of the purchase. For doing these things they had charged £16 10s. and £17 10s. His lordship was of opinion that these sums were very largely in excess of what could be properly charged. The proper charge would (as it appeared that the conveyance contained twenty-eight folios) be, under schedule 2, £1 8s. for perusing and something for attending the completion. The rules did not authorize the charges mentioned in them to be made unless the work mentioned was in substance done by the solicitor. The present case fell within rule 2 (*c.*) as "other business, the remuneration for which is not hereinbefore or in schedule 1 hereto provided," and was dealt with by schedule 2. His lordship thought there had been a very gross overcharge, though it possibly arose out of a misconstruction of the rules. This being so, his lordship wished that the bill could, if possible, be submitted to the taxing master. But he thought that, without overruling a long course of decisions, a taxation could not be directed in order to justify taxation after payment of the bill; there must be special circumstances. In the absence of fraud there must be pressure, and the bill must, on the face of it, show overcharge. There was no fraud in the present case, and though there was overcharge, there was no pressure. The bill was sent to the purchaser a fortnight before the actual completion, and some weeks before the time when completion was necessary. It was quite different from cases where the bill had been delivered only at the very time fixed for completion. The order must be discharged, but no costs would be given in either court. LINDLEY, L.J., was of the same opinion. He agreed that there were no special circumstances justifying taxation after payment. He agreed also that the new order applied, but that this did not authorize the solicitor to charge the percentage when he had done nothing but simply peruse the conveyance. FRY, L.J., regretted that he felt obliged to come to the same conclusion, because the bill appeared to him improper and extortionate, but he thought the facts negatived the idea of pressure. Though it was not necessary to decide the other question, he concurred in the opinions of the other members of the court. He thought the bill was made out on an entirely wrong footing, even assuming that the new order applied, which his lordship thought it did. He was of opinion that the scale applied only when the things referred to had been substantially done by the solicitor. If the first three things mentioned had been substantially done by him he would be justified in charging according to the scale in schedule 1, but here a very material part of the work had not been done by the solicitor. His lordship was of opinion that rule 2 (*c.*) applied to the case.—SOLICITORS, *Todd & Dennes; J. B. Ottley.*

BILL OF EXCHANGE—ACCEPTANCE IN BLANK—DEATH OF ACCEPTOR—SUBSEQUENT INSERTION OF NAME OF DRAWER—PRINCIPAL AND SURETY—RELEASE OF SURETY—NOTICE OF DISHONOUR—THIRD PARTY INTERESTED IN BILL OF EXCHANGE.—In a case of *Carter* v. *White*, before the Court of Appeal on the 11th inst., the question arose whether, when a bill of exchange has been accepted for value, with the name of the drawer left in blank, the name of the drawer can be inserted after the death of the acceptor. R. gave the defendant W. two bills of exchange for £250 each, respectively accepted by himself, as security for a debt of £500 which he owed to the defendant. The name of the drawer was left in blank. The bills were dated respectively the 18th of November, 1874, and the 15th of October, 1874, and were respectively payable three months after date and two months after date. On the 19th of November, 1874, N., as surety for R., deposited with the defendant the certificates of some stock in a gas company as collateral security for R.'s debt to the defendant. R. died on the 5th of January, 1875. The debt due by him to the defendant remained then unpaid. W. did not present the bills when they became due, or sue R. or his representative on them, or give notice of dishonour to N. On the 23rd of July, 1879, N. was adjudicated a bankrupt. W. had not filled in his name as drawer of the bills, and the action was brought by the trustee in the bankruptcy against W., claiming to be relieved from the suretyship, and to have the certificates of the gas company's stock delivered up to him, on the ground that W. was not entitled to fill in his name as the drawer of the bills on the death of the acceptor; that it was, therefore, impossible for W. to hand over the bills which he held as security for the debt due to him from the principal debtor to the plaintiff (the surety) as complete securities, and that, consequently, the plaintiff was discharged from his suretyship. Kay, J., held (39 W. R. 466, L. R. 20 Ch. D. 225) that, the bills having been accepted for value, the holder was entitled to fill in his name as drawer after the death of the acceptor, and on this ground dismissed the action, except so far as it sought an account against W. This decision was affirmed by the Court of Appeal (COTTON, LINDLEY, and FRY, L.JJ.). On the hearing of the appeal it was contended, on behalf of the plaintiff, in addition to the point decided by Kay, J., that the defendant had discharged N. from his suretyship by reason of his not giving notice to him of the non-payment of the bills, and by neglecting to enforce payment till after the expiration of the time limited by the Statute of Limitations; and also that the original contract between N. and the defendant was that the stock deposited should be a security only for perfect bills of exchange. COTTON, L.J., said that the pleadings and the evidence showed that N. knew all along that the bills were accepted in blank; and, as to the point decided by Kay, J., his lordship was of opinion that the decision was correct. The acceptor of the bills did not make the defendant his agent to fill in the drawer's name, but he contracted with the defendant for good consideration that he might fill in the drawer's name whenever he pleased, and that contract was not revoked by the death of the acceptor. The acceptances were in the same condition as when the defendants received them. It was argued that it was the duty of the defendant to perfect the securities which he had, and to enforce payment of the bills before the Statute of Limitations had run; but there was no such duty implied by the contract between a creditor and a surety. The surety had a right at any time to pay off the debt, and to have the securities for it which the creditor held delivered over to him, or to call on the creditor to enforce the securities. N. did not do this. It was said that the defendant was bound to give notice to N. of the dishonour of the bills. It might have been his duty to do this if N. had been a party to the bills as an indorser; but there was no such duty to give notice of dishonour to a stranger merely because he had an interest in the bills. LINDLEY and FRY, L.JJ., concurred.—SOLICITORS, *Wild, Bruce, & Wild; A. T. Hewitt.*

PRACTICE—AFFIDAVIT—CROSS-EXAMINATION OF DEPONENT—COSTS—RULES OF COURT, 1875, ORD. 38, R. 4—ORDER OF COURT OF CHANCERY, FEBRUARY 5, 1861, R. 19.—In a case of *Knight* v. *Gardner*, before the Court of Appeal on the 12th inst., the question arose who, on the production for

cross-examination of a deponent, who had made an affidavit upon an inquiry in chambers before the chief clerk, was liable in the first instance to pay the expenses of the production of the deponent—the party producing him or the party requiring his production. Rule 19 of the Order of the Court of Chancery of the 5th of February, 1861, provided for the production for cross-examination of a deponent by affidavit by the party on whose behalf the affidavit had been filed, and that "the party producing such deponent or witness shall be entitled to demand the expenses thereof in the first instance from the party requiring such production; but such expenses shall ultimately be borne as the court shall direct." By rule 4 of order 38 of the Rules of the Supreme Court, 1875, it was provided that "when the evidence is taken by affidavit, any party desiring to cross-examine a deponent who has made an affidavit filed on behalf of the opposite party, may serve upon the party by whom such affidavit has been filed a notice in writing requiring the production of the deponent for cross-examination before the court at the trial. . . . The party producing such deponent for cross-examination shall not be entitled to demand the expenses thereof in the first instance from the party requiring such production." And the note at the commencement of these rules provided that, "where no other provision is made by the Act or these rules, the present procedure and practice remain in force." Bacon, V.C., held that rule 4 of order 38 was not limited to the production of a deponent for cross-examination at the trial of an action, but that the words "at the trial" extended to the case of the determination of a question raised on an inquiry in chambers after the trial, and that consequently the expenses of the production must, in the first instance, be borne by the party producing the deponent for cross-examination. The Court of Appeal (COTTON, LINDLEY, and FRY, L.JJ.) were of a contrary opinion, holding that rule 4 of order 38 applied only to the trial of an action in the technical sense of the words, and that the practice established by rule 19 of the Order of February, 1861, still remained in force as to evidence upon an inquiry in chambers after trial.—SOLICITORS, *Jennings, Son, & Burton; W. T. Page.*

SOLICITOR—COSTS—TAXATION — PAYMENT OF BILL—PRESSURE—THIRD PARTY—MORTGAGOR AND MORTGAGEE—SOLICITORS' ACT, 1843 (6 & 7 VICT. c. 73), ss. 37, 38.—In a case of *In re Griffith Jones & Co.*, before the Court of Appeal on the 12th inst., a question arose as to taxation of costs. A foreclosure action was brought by a mortgagee against his mortgagor, and foreclosure judgment was obtained. Before the foreclosure had been made absolute the mortgagor paid the plaintiff, through his solicitors, the sum of £263, which the plaintiff alleged to be due to him for principal, interest, and costs. This sum was paid without any taxation or delivery of the solicitors' bill of costs, and it was paid on the 19th of June, 1882. In February, 1883, the mortgagor took out a summons for the delivery and taxation of the solicitors' bill of costs, and Kay, J., made an order for taxation accordingly. The Court of Appeal (COTTON, LINDLEY, and FRY, L.JJ.) discharged the order. COTTON, L.J., said that undoubtedly a mortgagor was liable to pay all costs which the mortgagee was liable to pay to his solicitor, and in an ordinary case the mortgagor was entitled to tax the costs of the mortgagee's solicitor. But after payment of the bill special circumstances, such as pressure, must be shown in order to entitle the mortgagor to taxation. If the payment was in the present case made by the mortgagor to the mortgagee's solicitors, where was the pressure? An action for foreclosure was pending, and the solicitors' bill had not been made out. That did not constitute pressure. There was no evidence that the solicitors refused to allow a settlement which had been agreed on between the mortgagor and the mortgagee to be carried out unless the costs which they claimed were paid. There was nothing to show that they told the mortgagor that they would compel him to incur further costs in the action unless he paid their demand. This distinguished the case from *In re Fielder and Sumner* (19 W. R. Ch. Dig. 105). The question did not, however really arise, for on the evidence his lordship thought the proper conclusion was that the payment of £263 was paid by the defendant to the plaintiff as a lump sum to settle his demand in the action for principal, interest, and costs. No doubt the costs of the plaintiff's solicitors were included in the sum, but the plaintiff was to take the chance whether the sum allowed for costs was sufficient or not. LINDLEY, L.J., was of opinion that the costs were not paid by the defendant to the solicitors within the meaning of the Act. The money was paid by the defendant to the plaintiff, by way of accord and satisfaction. FRY, L.J., was strongly inclined to think that the agreement was that the £263 should be paid to the mortgagee in one sum for principal, interest, and costs, and that any reduction of the costs would have inured to the benefit of the mortgagee. But, if the other view was right, that the costs were paid by the mortgagor to the solicitors, still there were no circumstances of pressure.—SOLICITORS, *Griffith Jones; John Hughes.*

COMPANY — CREDITOR'S PETITION — AFFIDAVIT VERIFYING PETITION — FOREIGN PETITIONERS.—In the case of *In re The Timacheve Estate Company*, before Chitty, J., on the 11th inst., an application was made to permit the affidavit verifying a petition presented for a winding up of the company to be sworn by the petitioners' solicitor. It appeared that the petitioners were a Prussian company, who were creditors of the respondent company and had obtained judgment in this country, and it was stated that the affidavit could not, by the law of Prussia, be made there. CHITTY, J., said that as the petition was an ordinary creditor's petition founded on a judgment debt he would give the leave asked for.—SOLICITORS, *Freshfields & Williams.*

BANKRUPTCY—LIQUIDATION—MORTGAGOR AND MORTGAGEE—SOLICITOR'S LIEN ON TITLE DEEDS.—In a case of *In re Nicholson, Ex parte Quinn*, before Bacon, C.J., on the 10th inst., a firm of solicitors attempted to enforce their lien on title deeds in their possession. In March, 1881, the debtor, who owed them £14 for costs, mortgaged some property of which they held the title deeds. They acted as solicitors for both parties, and retained possession of the deeds. The equity of redemption having been sold, and the purchase-money paid into a bank to a joint account, the solicitors claimed a lien on it for the bill of costs due to them from the mortgagor, as against the trustee in his liquidation. It appeared that they were paid their costs of preparing the mortgage at the time, and their present claim was in respect of the £14 and other costs incurred since the mortgage. BACON, C.J., said the question was for whom the solicitors held the deeds. Here they held them for the mortgagee, and his right to compel them to give up the deeds was plainly inconsistent with the lien now claimed, and the solicitor's claim could not be allowed.—SOLICITORS, *F. Venn & Co.*, for *John Quinn & Sons*, Liverpool; *W. W. Wynne & Son*, for *J. P. Harris & Gorst*, Liverpool; *T. J. Smith & Sons*, Newington, Liverpool.

BANKRUPTCY — FRAUDULENT PREFERENCE — ACT OF BANKRUPTCY — BANKRUPTCY ACT, 1869 (32 & 33 VICT. c. 71), ss. 6, 92.—In a case of *In re Kemp, Ex parte Luck*, before Bacon, C.J., on the 10th inst., it was argued that a fraudulent preference under section 92 was also an act of bankruptcy within section 6, so that the title of the trustee would relate back to the date when the act complained of was committed. BACON, C.J., said that there was no authority for contending that a fraudulent preference was, *per se*, an act of bankruptcy. On the contrary, there was a distinct decision of the Appeal Court the other way. Therefore, in this case there had been no act of bankruptcy, even if there had been a fraudulent preference, which his lordship thought there had not.—SOLICITORS, *J. Burton*, for *W. C. Cripps*, Tunbridge Wells; *G. Palmer*, Tunbridge.

SOLICITORS' CASES.

COURT OF APPEAL.

In re E. F. Hardwick, a Solicitor.

Solicitor—Striking off rolls—Right of appeal—Criminal cause or matter—Judicature Act, 1873, s. 47.

This was a case before the Court of Appeal, on the 8th inst. A novel and important point arose as to whether a solicitor who has been struck off the rolls by a divisional court has a right of appeal from the decision, or whether it is not a judgment in "a criminal cause or matter," as to which it is provided by section 47 of the Judicature Act, 1873, that there shall be no appeal.

It appeared that, in 1868, Hardwick entered into partnership with one French, a solicitor at Littlehampton, and, in 1869, became the trustee of a Mrs. Reeves, who intrusted £750 to the firm to invest, of which, however, they only invested £400. In 1874 the trust was wound up, the £350 having remained during the interval in the hands of the firm, who paid interest upon it. Their accounts showed, however, that it had been invested. French having died in 1878, an action was brought for the administration of his estate, in which Hardwick and another were appointed receivers. About this time another sum of £400 was handed to Hardwick to invest for Mrs. Reeves. Instead of investing that sum, Hardwick employed it in the business of the firm, and gave Mrs. Reeves no legal security, though he alleged that he had set aside certain deeds in his office by way of equitable security. Hardwick soon afterwards went into liquidation, and a new receiver was appointed, who brought an action to recover the deeds alleged to have been appropriated as Mrs. Reeves' security. The new receiver recovered the deeds, and Mrs. Reeves, therefore, lost all the benefit of the supposed security. At the trial of the cause, some strong remarks were made by the judge as to Hardwick's conduct. The Incorporated Law Society having taken the matter up, Hardwick was struck off the rolls by a divisional court.

From this decision he now appealed. It was objected that no appeal lay, on the ground that it was "a criminal matter" within section 47 of the Judicature Act, 1873.

The Court (BRETT, M.R., BAGGALLAY, COTTON, LINDLEY, BOWEN, and FRY, L.JJ.) gave judgment overruling the objection.

BRETT, M.R., said:—This is a question which may be of vital importance to individual members of a great profession, and it was for that reason that we desired to have the authority of the whole court for its decision, and not because we felt any great difficulty about the matter. It is not necessary to go into an elaborate review of the cases on the subject, but we are all of opinion that this is a disciplinary jurisdiction of the court over its own officers and not a criminal matter, and that we have, therefore, jurisdiction to hear this appeal.

Cotton, Lindley, and Fry, L.JJ., having withdrawn,

Powell, Q.C. (with whom was *A. Powell*), argued the case on the merits on behalf of Hardwick, but the court, without calling on *Wills*, Q.C., and *Hollams*, who appeared for the Incorporated Law Society, gave judgment dismissing the appeal.

BRETT, M.R., said that had he and his learned brothers been members of the court below, they would have done precisely the same. It was contended that Hardwick had lent the money in question to himself upon a mortgage of property of his own. He had no right to mortgage to himself at all without informing his client of his intention, and advising her to employ another solicitor. But here there was no real security. Hardwick

alleged that he mentally resolved to give Mrs. Reeves a security upon certain deeds, and that he afterwards put a label bearing her name upon the deeds. That was no security, for the label might be removed as easily as it was placed there, and, moreover, he being a receiver, had no power to deal with the deeds. He had been guilty of gross misconduct and breach of the trust reposed in him by his client, and the decision of the Divisional Court was, therefore, right, and must be affirmed.

BAGGALLAY and BOWEN, L.JJ., concurred.

Solicitors, *Williamson; Miller & Miller.*

THE RAILWAY COMMISSION.*

Oct. 31; Nov. 1, 2, 3; Dec. 4.—*Macfarlane & Co.* v. *The North British Railway Company* (No. 2).

Undue preference—Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31), s. 2.

Upon a complaint by a trader that a railway company had made excessive charges for the conveyance of his traffic, and unduly preferred the traffic of another trader, it was admitted by the company to be so, but contended by them that, as such causes of complaint had been removed before the application was filed, it was not necessary that an injunction should issue.

Held, that the applicant was entitled to be fortified for the future with such security as the Railway Commissioners had power to give him, if it was not unreasonable for him not to be content without it, and that an injunction must issue.

This was a complaint against the North British Railway Company for an alleged infringement of section 2 of the Railway and Canal Traffic Act, 1854, in granting undue preferences in their charges for traffic from Glasgow to London, *viâ* the Midland Railway Company, to Messrs. G. Smith & Co., Sun Foundry, Glasgow, over the complainants, also iron-founders at Glasgow, and in invoicing numerous consignments to the complainants from Glasgow to London at higher rates than the rates in force for the time being.

Webster, Q.C., *Lumley Smith*, Q.C., and *R. S. Wright*, appeared for the applicant.

The Lord Advocate for Scotland, *Pope*, Q.C., and *Ledgard*, for the defendants.

Sutton, for the Midland Railway Company.

The COMMISSIONERS, in giving judgment for the complainants, said:—"As regards what was said on behalf of the company, as to its not being necessary that an injunction should issue, on the ground that the causes of complaint have been since removed, as respects there being now any difference made between the traffic of the two firms, or the traffic of Messrs. Macfarlane being now in any respect overcharged, we consider the applicants to be entitled to be fortified for the future with such security as we have power to give them, if it is not unreasonable for them not to be content without it."

Solicitors for the applicants, *Phelps, Sidgwick, & Biddle*, for *Maclure, Naismith, Brodie, & Co.*, Glasgow.

Solicitor for the defendants, *W. A. Lock*, for *W. White-Millar*, Edinburgh.

COUNTY COURTS.

MARYLEBONE.

(Before H. J. STONOR, Esq., Judge.)

Dec. 6.—*Thompson* v. *Garne.*

A horse dealer, intrusted with a horse for sale, is authorized to repeat to a purchaser the representation as to the qualities of a horse made to him by the seller.

A representation that a horse is "very good in harness," is a warranty, and "pulling" may amount to a breach of it.

Glyn, for the plaintiff.

McLaren, for the defendant.

The defendant intrusted Mr. William Banks, a horse dealer, with a horse for sale, and told him that it was "a very good horse in harness." Banks repeated this statement to the plaintiff, who purchased the horse for £150. It was proved that the horse was a violent "puller," and when checked or restrained broke into a canter and would not trot and settle down to its work afterwards. The horse was resold for £90, after due notice.

His HONOUR held that Banks was justified in repeating to the purchaser the statement of the seller; that such statement amounted to a warranty, and that there was a breach of such warranty, and found for the plaintiff for £50 in respect of loss on the re-sale, the plaintiff having abandoned the excess to bring the action within the jurisdiction of the court.

Judgment accordingly, with costs.

At a meeting of judges, held at the Royal Courts of Justice on Tuesday, it was proposed by Lord Coleridge that the business of the various courts should either commence at 10 in the morning, instead of 10.30, or be continued until 4.30 in the afternoon, instead of 4 o'clock, as at present. The proposal was negatived by a large majority.

* Reported by W. H. MACNAMARA, Esq., Barrister-at-Law.

GENERAL RULES MADE PURSUANT TO SECTION 127 OF THE BANKRUPTCY ACT 1883.

IT is ordered as follows:—

PRELIMINARY.

1. *Short title and commencement.*—These Rules may be cited as "The Bankruptcy Rules, 1883." and shall come into operation from and immediately after the thirty-first day of December, 1883.

2. *Interpretation of terms.*—In these Rules, unless the context or subject-matter otherwise requires—

(*a.*) "The Act" means the Bankruptcy Act, 1883.

"The Court" includes a registrar when exercising the powers of the court pursuant to the Act or these Rules.

"Creditor" includes a corporation and a firm of creditors in partnership.

"Debtor" includes a firm of debtors in partnership, and includes any debtor proceeded against under the Act, whether adjudged bankrupt or not.

"Name" of a person means both the Christian name, or the initial letter or contraction of the Christian name, and the surname of such person.

"Registrar" means a registrar or deputy-registrar of a County Court having jurisdiction in bankruptcy, or, as the case may be, a registrar in bankruptcy of the High Court.

"Scheme" means a scheme of arrangement pursuant to the Act.

"Sealed" means sealed with the seal of the court.

"Trustee" includes an official receiver when acting as trustee.

"Writing" includes print, and "written" includes printed.

(*b.*) Words importing the plural number include the singular, and words importing the singular number include the plural, and words importing the masculine gender include the feminine.

(*c.*) The provisions of section 168 of the Act shall apply to these Rules, and any other terms or expressions defined by the Act shall have the meanings thereby assigned to them.

3. *Computation of time.*—(1.) The provisions of section 141 of the Act shall apply to these Rules.

(2.) Where by the Act or these Rules the time limited for doing any act or thing is less than six days, Sunday, Christmas-day, Good Friday, Monday and Tuesday in Easter week, and any other day on which the offices of the court are wholly closed, shall be excluded in computing such time.

(3.) For the purpose of these Rules and of section 141 of the Act "a day on which the court does not sit" shall mean a day on which the offices of the court are closed.

FORMS.

4. *Use of forms in Appendix.*—(1.) The forms in the Appendix, where applicable, and where they are not applicable forms of the like character, with such variations as circumstances may require, shall be used. Where such forms are applicable any costs occasioned by the use of any other or more prolix forms shall be borne by or disallowed to the party using the same, unless the court shall otherwise direct.

(2.) Provided that the Board of Trade may from time to time alter any forms which relate to matters of an administrative, and not of a judicial character, or substitute new forms in lieu thereof.

Where the Board of Trade alters any form or substitutes any new form in lieu of a form prescribed by these Rules, such altered or substituted form shall be published in the *London Gazette*.

PART I.—COURT PROCEDURE.

COURT AND CHAMBERS.

5. *Matters to be heard in court.*—The following matters and applications shall be heard and determined in open court, namely:—

(*a.*) The public examination of debtors;

(*b.*) Applications to approve a composition or scheme of arrangement;

(*c.*) Applications for orders of discharge or certificates of removal of disqualifications;

(*d.*) Appeals from the Board of Trade to the High Court;

(*e.*) Applications to set aside or avoid any settlement, conveyance, transfer, security, or payment, or to declare for or against the title of the trustees to any property adversely claimed;

(*f.*) Applications for the committal of any person to prison for contempt;

(*g.*) Appeals against the rejection of a proof, or applications to expunge or reduce a proof, where the amount of the proof exceeds £200.

(*h.*) Applications for the trials of issues of fact with a jury, and the trial of such issues.

Any other matter or application may be heard and determined in chambers.

6. *Jurisdiction of registrars.*—A registrar may, under the general or special directions of the judge, hear and determine any matter or application mentioned in sub-section (2) of section 99 of the Act.

7. *Adjournment from chambers to court and* vice versâ.—Subject to the provisions of the Act and these Rules, any matter or application may at any time, if the judge (or, as the case may be, the registrar) thinks fit, be adjourned from chambers to court or from court to chambers; and if all the contending parties require any matter or application to be adjourned from chambers into court it shall be so adjourned.

PROCEEDINGS.

8. *Proceedings how intituled.*—(1.) Every proceeding in court under the Act shall be dated, and shall be intituled "In Bankruptcy," and with the name of the court in which it is taken, and of the matter to which it relates. Numbers and dates may be denoted by figures.

(2.) All applications and orders shall be intituled *ex parte* the applicant.

(3.) The first proceeding in every matter shall have a distinctive number assigned to it by the registrar, and all subsequent proceedings in the same matter shall bear the same number.

(4.) When a matter is transferred from one court to another, it shall receive a new distinctive number.

(5.) The forms Nos. 1 and 2 in the Appendix shall be used with such variations or additions as circumstances may require.

9. *Written or printed proceedings.*—All proceedings in the court shall be written or printed, or partly written and partly printed, on paper of the size hitherto used in bankruptcy—that is to say, on sheets of sixteen inches in length and ten inches in breadth, or thereabouts; but no objection shall be allowed to any proof, affidavit, or proxy on account of its being written or printed on other sized paper.

10. *Records of the court.*—All proceedings of the court shall remain of record in the court, so as to form a complete record of each matter, and they shall not be removed for any purpose, except for the use of the officers of the court or by special direction of the judge or registrar, but they may, at all reasonable times be inspected by the trustee, the debtor, and any creditor who has proved, or any person on their behalf.

11. *Notices to be in writing.*—All notices required by the Act or these Rules shall be in writing, unless these Rules otherwise provide or the court shall in any particular case otherwise order.

12. *Process to be sealed.*—All summonses, petitions, notices, orders, warrants, and other process issued by the court shall be sealed.

13. *Meetings summoned by court.*—Where the court orders a general meeting of creditors to be summoned under Rule 5 of Schedule I. of the Act, it shall be summoned as the court directs, and in any default of any direction the registrar shall transmit a sealed copy of the order to the trustee (or, as the case may be, the official receiver), and the trustee or official receiver shall, not less than seven days before such meeting, send a copy of the order to each creditor at the address given in his proof, or when he shall not have proved, the address given in the list of creditors by the debtor, or such other address as may be known to the trustee or official receiver.

14. *Office copies.*—All office copies of petitions, proceedings, affidavits, books, papers, and writings, or any parts thereof required by any trustee, or by any debtor, or by any creditor, or by the solicitor of any such person, shall be provided by the registrar, and shall, except as to figures, be fairly written at length, and be sealed and delivered out without any unnecessary delay, and in the order in which they shall have been bespoken.

15. *Filing, gazetting, &c.*—(1.) The registrar of each court shall file a copy of each issue of the *London Gazette*, and whenever the *Gazette* contains any advertisement relating to any matter under the Act in his court, he shall at the same time file with the proceedings in the matter a memorandum referring to and giving the date of such advertisement.

(2.) In the case of an advertisement in a local paper, the registrar shall in like manner file a copy of the paper and a memorandum (which may be in Form No. 128 in the Appendix) referring to and giving the date of such advertisement.

(3.) For this purpose one copy of each local paper in which any advertisement relating to any matter under the Act in such court is inserted, shall be left with the registrar by the person inserting the advertisement.

(4.) The memorandum by the registrar shall be *primâ facie* evidence that the advertisement in question was duly inserted in the issue of the *Gazette* or paper to which the memorandum refers.

TRANSFER OF PROCEEDINGS.

16. *Notice to creditors.*—Where the judge of a County Court or the judge or a registrar of the High Court certifies that, in his opinion, a bankruptcy proceeding would be more advantageously conducted in some other court, the registrar shall, if the opinion is certified before the first meeting of creditors, transmit the certificate to the official receiver, who shall lay the same before such meeting; and, if it has been certified after such meeting, he shall transmit a copy of such certified opinion to the trustee, if there be one, and, if not, to the official receiver, who shall thereupon summon a meeting of creditors to consider the same.

17. *Transfer.*—If within seven days after the first meeting, or, in any other case, within fourteen days after transmitting such notice to the official receiver or trustee no resolution of the creditors objecting to such transfer shall be received by the court through the registrar, the transfer may be made accordingly; but if the creditors have so objected, the transfer shall not be made.

18. *Transmission of records.*—Where the proceedings in any bankruptcy matter are transferred from the court to which the petition was presented to any other court, the registrar of the first court shall send by post all the proceedings to the registrar of the court to which the proceedings are transferred; and the receipt of such proceedings shall be considered to authorize the latter court to continue such proceedings, without any further order for transferring them than is contained in the proceedings.

MOTIONS AND PRACTICE.

19. *Applications to be by motion.*—Every application to the court (unless otherwise provided by these Rules, or the court shall in any particular case otherwise permit) shall be made by motion supported by affidavit.

20. *Notice of motion and ex parte applications.*—Where any party other than the applicant is affected by the motion, no order shall be made unless upon the consent of such party duly shown to the court, or upon proof that notice of the intended motion and a copy of the affidavits in support thereof have been duly served upon such party: Provided that the court, if satisfied that the delay caused by proceeding in the ordinary way would or might entail serious mischief, may make any order *ex parte* upon such terms as to costs and otherwise, and subject to such undertaking, if any, as the court may think just; and any party affected by such order may move to set it aside.

21. *Length of notice.*—Unless the court gives leave to the contrary, notice of motion shall be served on any party to be affected thereby not less than eight days before the day named in the notice for hearing the motion.

An application for leave to serve short notice of motion shall be made *ex parte*.

22. *Affidavits against motion.*—Where the respondent intends to use affidavits in opposition to the motion he shall deliver copies of such affidavits to the applicant not less than two days before the day appointed for the hearing.

23. *Notice not served on all proper parties.*—If on the hearing of any motion or application the court shall be of opinion that any person to whom notice has not been given ought to have, or to have had, such notice, the court may either dismiss the motion or application or adjourn the hearing thereof in order that such notice may be given, upon such terms, if any, as the court may think fit to impose.

24. *Adjournment.*—The hearing of any motion or application may from time to time be adjourned upon such terms (if any) as the court shall think fit.

25. *Personal service.*—In cases in which personal service of any notice of motion, or of any order of the court is required, the same shall be effected, in the case of a notice of motion, by delivering to the party or parties to be served, and each of them, a copy of the notice of motion; and in the case of an order by delivering to the party or parties to be served, and each of them, a sealed copy of the order.

26. *Filing affidavits on showing cause.*—Every affidavit to be used in supporting or opposing any opposed motion, shall be filed with the registrar not later than the day before the day appointed for the hearing.

27. *Indorsements on affidavits.*—The registrar, upon any affidavit being left with him to be filed, shall indorse the same with the day of the month and year when the same was so left and forthwith file the same, with the proceedings to which the same relates, and any affidavit left with a registrar to be filed shall on no account be delivered out to any person, except by order of the court.

28. *Notice of motion to be filed.*—A party intending to move shall previous to the public sitting of the court deliver to the registrar or clerk of the court a copy of his notice of motion. There shall be indorsed on such copy the name of the applicant's solicitor and counsel (if any), and also (if known) the name of the respondent's solicitor and counsel (if any).

29. *Precedence of motions.*—Except in cases of emergency, or for any other cause deemed sufficient by the court, all motions shall be made and heard in the order in which they are set down at the sitting of the court.

SECURITY IN COURT.

30. *Security by bond.*—Except where these rules otherwise provide, where a person is required to give security, such security shall be in the form of a bond with one or more surety or sureties to the person proposed to be secured.

31. *Amount of bond.*—The bond shall be taken in a penal sum which shall be not less than the sum in question, and probable costs, unless the opposite party consents to it being taken for a less sum.

32. *Deposit in lieu of bond.*—Where a person is required to give security he may, in lieu thereof, lodge in court a sum equal to the sum in question in respect of which security is to be given and the probable costs of the trial of the question, together with a memorandum to be approved of by the registrar and to be signed by such person, his solicitor, or agent, setting forth the conditions on which the money is deposited.

33. *Money lodged in court.*—The rules for the time being in force in the High Court and County Courts respectively, relating to payment into and out of court of money lodged in court by way of security for costs, shall apply to money lodged in court under these rules.

34. *Guarantee society.*—The security of a guarantee association or society approved by the court or the opposite party may be given in lieu of a bond or a deposit.

35. *Notice of sureties.*—In all cases where a person proposes to give a bond by way of security, he shall serve, by post or otherwise, on the opposite party and on the registrar, at the court, notice of the proposed sureties, which may be in the Form No. 20 in the Appendix, and the registrar shall forthwith give notice to both parties of the time and place at which he proposes that the bond shall be executed, and shall state in the notice that, should the proposed obligee have any valid objection to make to the sureties, or either of them, it must then be made.

36. *Justification by sureties.*—The sureties shall make an affidavit of their sufficiency (which may be in the Form No. 21 in the Appendix), unless the opposite party shall dispense with such affidavit, and such sureties shall attend the court to be cross-examined if required.

37. *Execution of bond.*—The bond shall be executed and attested in the presence of the registrar or the official receiver, or before a justice of the peace, or a solicitor.

38. *Notice of deposit.*—Where a person makes a deposit of money in lieu of giving a bond, the registrar shall forthwith give notice to the person to whom the security is to be given of such deposit having been made.

Affidavits.

39. *Costs if irrelevant or prolix.*—The costs of every affidavit which shall unnecessarily set forth matters of hearsay, or argumentative matter, or copies of or extracts from documents, shall be paid by the party filing the same.

40. *Form.*—Every affidavit shall be drawn up in the first person, and shall be divided into paragraphs, and every paragraph shall be numbered consecutively, and as nearly as may be shall be confined to a distinct portion of the subject. No costs shall be allowed for any affidavit or part of an affidavit substantially departing from this rule.

41. *Deponent's description.*—Every affidavit shall state the description and true place of abode of the deponent.

42. *Several deponents.*—In every affidavit made by two or more deponents the names of the several persons making the affidavit shall be inserted in the jurat, except that if the affidavit of all the deponents is taken at one time by the same officer it shall be sufficient to state that it was sworn by both (or all) of the "above-named" deponents.

43. *Scandalous matter.*—The court may order to be struck out from any affidavit any matter which is scandalous, and may order the costs of any application to strike out such matter to be paid as between solicitor and client.

44. *Erasures, &c.*—No affidavit having in the jurat or body thereof any interlineation, alteration, or erasure, shall without leave of the court be read or made use of in any matter depending in court unless the interlineation or alteration (other than by erasure) is authenticated by the initials of the officer or person taking the affidavit, nor in the case of an erasure unless the words or figures appearing at the time of taking the affidavit to be written on the erasure are rewritten and signed or initialled in the margin of the affidavit by the officer or person taking it.

45. *Blind or illiterate persons.*—Where an affidavit is sworn by any person who appears to the person taking the affidavit to be illiterate or blind, the person taking the affidavit shall certify in the jurat that the affidavit was read in his presence to the deponent, that the deponent seemed perfectly to understand it, and that the deponent made his signature in the presence of such person. No such affidavit shall be used in evidence in the absence of this certificate, unless the court is otherwise satisfied that the affidavit was read over to and appeared to be perfectly understood by the deponent.

46. *Formal defects.*—The court may receive any affidavit sworn for the purpose of being used in any matter notwithstanding any defect by misdescription of parties or otherwise in the title or jurat, or any other irregularity in the form thereof, and may direct a memorandum to be made on the document that it has been so received.

47. *Filing office copies, &c.*—(1.) In cases in which by the present practice an original affidavit is allowed to be used, it shall before it is used be stamped with a proper filing stamp, and shall at the time when it is used be delivered to and left in court or in chambers with the proper officer, who shall send it to be filed.

(2.) An office copy of an affidavit may in all cases be used, the original affidavit having been previously filed and the copy duly authenticated with the seal of the court.

48. *Swearing of affidavit.*—(1.) No affidavit (other than a proof) shall be sufficient if sworn before the solicitor acting for the party on whose behalf the affidavit is to be used, or before any agent of such solicitor, or before the party himself.

(2.) Any affidavit which would be insufficient if sworn before the solicitor himself shall be insufficient if sworn before his clerk or partner.

(3.) An affidavit may be sworn to either in print or in manuscript, or partly in print and partly in manuscript.

49. *Time for filing.*—(1.) Where a special time is limited for filing affidavits, no affidavit filed after that time shall be used, unless by leave of the court.

(2.) Except by leave of the court, no order made *ex parte* in court founded on any affidavit shall be of any force unless the affidavit on which the application was made was actually made before the order was applied for, and produced or filed at the time of making the motion.

50. *Proof of affidavits.*—The court shall take judicial notice of the seal or signature of any person authorized by or under the Act to take affidavits or to certify to such authority.

Stamps.

51. *Cancellation of stamp.*—Every officer of the court who shall receive any document to which an adhesive stamp shall be affixed, shall immediately upon the receipt of such document deface the stamp thereon by writing partly on the stamp and partly on the document the name of the debtor; and no such document shall be filed or delivered until the stamp thereon shall have been defaced in manner aforesaid, and it shall be the duty of the party presenting or receiving such document to see that such defacement has been duly made.

52. *Application of sect.* 144.—For the purposes of sect. 144 of the Act, "bankruptcy" shall include any proceeding under the Act whether before or after adjudication, and whether an adjudication is made or not, and "bankrupt" shall include any debtor proceeded against under the Act.

Witnesses and Depositions.

53. *Subpœnas.*—A subpœna for the attendance of a witness shall be issued by the court at the instance of an official receiver, a trustee, a creditor, a debtor, or any respondent in any matter, with or without a clause requiring the production of books, deeds, papers, documents, and writings in his possession or control, and in such subpœna the name of three witnesses may be inserted.

54. *Service of subpœnas.*—A sealed copy of subpœna shall be served personally on the witness by the person at whose instance the same is issued, or by his solicitor, or by an officer of the court, or by some person in their employ, within a reasonable time before the time of the return thereof.

55. *Proof of service.*—Service of the subpœna may, where required, be proved by affidavit.

56. *Limit of witnesses' costs.*—The court may in any matter limit the number of witnesses to be allowed on taxation of costs, and their allowance for attendance shall in no case exceed the highest rate of the allowances mentioned in the scale of costs.

57. *Costs of witness not examined.*—The costs of witnesses, whether they have been examined or not, may, in the discretion of the court, be allowed.

58. *Depositions, &c.*—The court may, in any matter where it shall appear necessary for the purposes of justice, make an order for the examination upon oath before the court or any officer of the court, or any other person and at any place, of any witness or person, and may empower any party to any such matter to give such deposition in evidence therein on such terms (if any) as the court may direct.

59. *Shorthand notes, &c.*—If the court shall in any case, and at any stage in the proceedings, be of opinion that it would be desirable that a person (other than a person before whom the examination is taken) should be appointed to take down the evidence of the debtor, or of any witness examined at any public sitting or private meeting under the Act, in shorthand or otherwise, it shall be competent for the court to make such an appointment; and every person so appointed shall be paid a sum not exceeding three shillings and sixpence per hour or part of an hour, and where the court appoints a shorthand writer a sum not exceeding fourpence per folio of seventy-two words for any transcript of the evidence that may be required, and such sums shall be paid by the party at whose instance the appointment was made, or out of the estate, as may be directed by the court.

60. *Form of commission.*—An order for a commission to examine witnesses, and the writ of commission, shall follow the forms for the time being in use in the High Court, with such variations as circumstances may require.

61. *Production of document.*—The court may in any matter at any stage of the proceedings order the attendance of any person for the purpose of producing any writings or other documents named in the order which the court may think fit to be produced.

62. *Disobedience to order.*—Any person wilfully disobeying any order or subpœna requiring his attendance for the purpose of being examined or producing any document shall be deemed guilty of contempt of court, and may be dealt with accordingly.

63. *Conduct money.*—Any witness (other than the debtor) required to attend for the purpose of being examined or of producing any document, shall be entitled to the like conduct money and payment for expenses and loss of time as upon attendance at a trial in court.

Discovery.

64. Any party to any proceeding in court may, with the leave of the court, administer interrogatories to, or obtain discovery of documents from, any other party to such proceedings. Proceedings under this rule shall be regulated as nearly as may be by the Rules of the Supreme Court for the time being in force in relation to discovery and inspection. An application for leave under this rule may be made *ex parte*.

Taking Accounts of Property Mortgaged, and of the Sale thereof.

65. *Inquiry into mortgage, &c.*—Upon application by motion by any person claiming to be a mortgagee of any part of the bankrupt's real or leasehold estate, and whether such mortgage shall be by deed or otherwise, and whether the same shall be of a legal or equitable nature, the court shall proceed to inquire whether such person is such mortgagee, and for what consideration and under what circumstances; and if it shall be found that such person is such mortgagee, and if no sufficient objection shall appear to the title of such person to the sum claimed by him under such mortgage, the court shall direct such accounts and inquiries to be taken as may be necessary for ascertaining the principal, interest, and costs due upon such mortgage and of the rents and profits, or dividends, interest, or other proceeds received by such person, or by any other person by his order or for his use in case he shall have been in possession of the property over which the mortgage shall extend, or any part thereof, and the court, if satisfied that there ought to be a sale, shall direct notice to be given in such newspapers as it thinks fit, when and where and by whom and in what way the said premises or property, or the interest therein so mortgaged, are to be sold, and that such sale be made accordingly, and that the trustee (unless it be otherwise ordered) shall have the conduct of such sale; but it shall not be imperative on any such mortgagee to make such application. At any such sale the mortgagee may bid and purchase.

66. *Conveyance.*—All proper parties shall join in the conveyance to the purchaser, as the court shall direct.

67. *Proceeds of sale.*—The moneys to arise from such sale shall be applied in the first place in payment of the costs, charges, and expenses of the trustee, of and occasioned by the application to the court, and of and attending such sale, and then in payment and satisfaction so far as the same shall extend of what shall be found due to such mortgagee, for principal, interest, and costs, and the surplus of the said moneys (if any) shall then be paid to the trustee. But in case the moneys to arise from such sale shall be insufficient to pay and satisfy what shall be so found due to such mortgagee, then he shall be entitled to prove as a creditor for such deficiency, and receive dividends thereon rateably with the other creditors, but so as not to disturb any dividend then already declared.

68. *Proceedings on inquiry.*—For the better taking of such inquiries and accounts, and making a title to the purchaser, all parties may be examined by the court upon interrogatories or otherwise as it shall think fit, and shall produce before the court upon oath all deeds, papers, books, and writings in their respective custody or power relating to the estate or effects of the bankrupt, as the court shall direct.

69. *Accounts, &c.*—In any proceedings between a mortgagor and mortgagee, or the trustee of either of them, the court may order all such inquiries and accounts to be taken in like manner as in the Chancery Division of the High Court.

Discovery of Debtor's Property.

70. *Applications for discovery.*—Every application to the court under sect. 27 of the Act shall be in writing, and shall state shortly the grounds upon which the application is made; and where the application is not made on behalf of the trustee, official receiver, or Board of Trade, it shall be verified by affidavit.

Appropriation of Pay, Salary, Pension, &c.

71. *Notice of application to bankrupt.*—When a trustee intends to apply to the court for an appropriation order under sect. 53 of the Act, he shall give notice of his intention to the bankrupt, and also of the time and place fixed for hearing the application, and that the bankrupt is at liberty to show cause against such order being made.

The notice shall be in the Form No. 88 in the Appendix, with such variations as circumstances may require.

72. *Notice to chief of department.*—When the application is made under sub-sect. (1) of sect. 53 of the Act, a copy of the proposed order shall be sent by the registrar to the chief officer of the department under which the pay or salary is enjoyed, and the application shall stand adjourned until the written consent of such chief officer is obtained as required by the Act.

73. *Copy of order to department, &c.*—Where an order of court is made under sub-sect. (2), sect. 53, of the Act, the registrar shall give to the trustee a sealed copy of the order, who shall communicate the same to the chief of the department or other person under whom the pay, half-pay, salary, income, emolument, pension, or compensation is enjoyed, for the purpose of his counter-signature to the order being written thereon.

74. *Review of order.*—Where an order has been made for the payment by a bankrupt, or by his employer for the time being, of a portion of his income or salary, the bankrupt may, upon his ceasing to receive a salary or income of the amount he received when the order was made, apply to the court to rescind the order, or to reduce the amount ordered to be paid by him to the trustee.

Warrants, Arrests, and Committments.

75. *To whom warrants addressed.*—A warrant of seizure or a search warrant or any other warrant issued under the provisions of the Act shall be addressed to such officer of the High Court, or to such high bailiff or officer of any county court, whether such county court has jurisdiction in bankruptcy, or not, as the court may in each case direct.

76. *Custody of debtor.*—Where a debtor is arrested under a warrant issued under sect. 25 of the Act, he shall be safely kept by being lodged within the prison to the keeper of which the warrant is, amongst others, addressed; and any books, papers, moneys, goods, and chattels in the possession of the debtor, which may be seized, shall forthwith be lodged with the official receiver or, as the case may be, the trustee of the property of the debtor.

77. *Applications to commit.*—An application to the court to commit any person for contempt of court shall be supported by affidavit, and be filed in the court in which the proceedings are.

78. *Notice and hearing of application.*—Subject to the provision of sect. 102 of the Act, upon the filing of such application, the registrar shall fix a time and place for the court to hear the application, and shall issue a notice to be served by an officer or high bailiff of the court personally on the person sought to be committed three days at the least before the day of hearing the application, unless the court shall, by order upon good cause shown, direct service of the notice to be made in some other manner, in which case it shall be served, together with a copy of the order, in the manner so directed.

Service and Execution of Process.

79. *Address of solicitor for service.*—Every solicitor suing out or serving any petition, notice, summons, order, or other document, shall indorse thereon his name or firm and place of business, which shall be called his address for service, provided that in proceedings in the High Court, where his place of business is not within three miles of the Royal Courts of Justice, he shall add to his own name or firm and place of business another proper place, which shall not be more than three miles from the Royal Courts of Justice, which shall be his address for service. All notices, orders, documents, and other written communications which do not require personal service shall be deemed to be sufficiently served on such solicitor if left for him at his address for service.

80. *Hours for service.*—Service of notices, orders, or other proceedings shall be effected before the hour of six in the afternoon, except on Saturdays, when it shall be effected before the hour of two in the afternoon. Service effected after six in the afternoon on any week day, except Saturday, shall, for the purpose of computing any period of time subsequent to such service, be deemed to have been effected on the following day. Service effected after two in the afternoon on Saturday shall for the like purpose be deemed to have been effected on the following Monday.

81. *Duties of bailiff, &c.*—It shall be the duty of the high bailiff of a County Court, and, in the case of the High Court, of such officers or officer as the court may direct, to serve such orders, summonses, petitions, and notices as the court may require him to serve; to execute warrants and other process; to attend any sittings of the court (except sittings in chambers); and to do and perform all such things as may be required of him by the court.

But this rule shall not be construed to require any order, summons, petition, or notice to be served by a bailiff or officer of the court, unless the court shall so direct.

82. *Service by post.*—Where notice of an order or other proceeding in court may be served by post it shall be sent by registered letter.

83. *Enforcement of orders.*—Every order of the court may be enforced as if it were a judgment of the court to the same effect.

Trial by Jury.

84. *Settlement of issues.*—Where upon any application to the court for its decision on any question, the court, either on its own motion or on the application of any person, shall have directed that a question of fact be tried by a jury, such question of fact shall be reduced into writing and submitted to the court for its approval, and shall, when approved, be called the record for trial; but the court shall have power to allow any amendment thereof at any time upon such terms as it may think fit.

85. *Special or common jury.*—An order of the High Court for the trial of a question of fact before a jury shall specify the place of trial and whether it shall be before a special or a common jury, but the order may be amended by the substitution of one jury for the other, upon such terms as the court may think fit.

86. *Mode of trial.*—The issues of fact so settled shall be tried in a County Court according to the rules for the time being in force in relation to jury trials in County Courts, and in the High Court in the same manner as issues of fact are tried in the Queen's Bench Division. Such issues may be tried either before the judge assigned to transact and dispose of bankruptcy business, or otherwise as the court may direct.

87. *When such issues of fact are tried in the Queen's Bench Division.*—Where such issues are ordered to be tried in the Queen's Bench Division otherwise than before the judge assigned as aforesaid they shall be tried as if they were issues of fact sent down by a judge of the Chancery Division for trial in the Queen's Bench Division, and the verdict or finding of the jury shall be indorsed by the proper officer on the record for trial, and returned by him to the senior bankruptcy registrar of the High Court.

Sittings of County Court.

88. *Place.*—Subject to the orders of the Lord Chancellor, the place of sitting of each County Court having bankruptcy jurisdiction for the purpose of such jurisdiction shall be the town in which the court now holds or may hereafter hold its sittings for the common law business of the court, under the provisions of the County Courts Act, 1846, and Acts amending it.

89. *Times.*—Subject to provisions of sect. 92 of the Act, and until any such order as is therein mentioned be made by the Lord Chancellor, the times of the sitting of each County Court in matters of bankruptcy shall be those appointed for the transaction of the general business of the court, unless the judge of any such court shall otherwise order. The appointment of a special day or days for a sitting of the court in matters of bankruptcy shall not prevent the court from hearing and determining any bankruptcy matter on any day appointed for the general business of the court when it may seem expedient so to do.

Rules relating to the Business of the High Court.

90. *Sittings.*—The judge, with the approval of the Lord Chancellor, shall regulate the bankruptcy sittings and vacations of the High Court.

91. *Actions by trustees assigned to bankruptcy judge.*—When a trustee, under sect. 57 of the Act, brings an action in the High Court concerning any matter not specially assigned by the Supreme Court of Judicature Act, 1873, or Acts amending it or by rules of the Supreme Court, to a division other than that to which bankruptcy business is assigned, he shall bring his action in the division to which bankruptcy business is assigned, and the action shall, unless the court otherwise directs, be tried by the judge assigned to transact and dispose of bankruptcy business.

92. *Registrars to act for each other.*—Any registrar in bankruptcy may act for any other registrar in any bankruptcy matter pending in the said court.

93. *Senior registrar's office.*—The senior registrar's office shall be kept open daily, throughout the year, from ten till four o'clock except on Sunday, Christmas-day, Good Friday, the Saturday after Good Friday, Monday and Tuesday in Easter week, or any day appointed for a public fast or thanksgiving, or on which the judge may direct it to be closed, and except also on Saturdays, when the office may be closed at two o'clock. Provided that during vacations of the High Court the office shall be opened at ten and closed at two o'clock.

94. *What bills masters shall tax.*—The bills to be taxed by the bankruptcy taxing masters shall be all bills of costs, charges, fees, and disbursements in matters under the Act (as heretofore have been taxed by the said masters), and all other taxable bills in other matters in which the High Court may exercise bankruptcy jurisdiction, and such taxable bills as may be specially referred to them for taxation by any County Court subject to the revision of the court.

95. *Office of master.*—The office of the bankruptcy taxing masters shall be open for the transaction of business throughout the year, except on such days as the office of the senior registrar shall be closed. The office shall be open from ten till four, except on Saturdays, when the office may be closed at two o'clock.

96. *Masters' business.*—The business of the bankruptcy taxing masters shall be transacted by them in person.

97. *Execution on orders.*—Writs of execution shall issue from the proper department of the central office, and all proceedings thereon and in relation thereto shall be regulated as nearly as may be by the rules of the Supreme Court for the time being in force in relation to execution.

Costs.

98. *Awarding costs.*—(1.) The court in awarding costs may direct that the costs of any matter or application shall be taxed and paid as between party and party or as between solicitor and client, or that full costs, charges, and expenses shall be allowed, or the court may fix a sum to be paid in lieu of taxed costs.

(2.) In the absence of any express direction costs of an opposed motion shall follow the event, and shall be taxed as between party and party.

99. *Orders to be sealed, &c.*—Every order for payment of money and costs, or either of them, shall be sealed and be signed by a registrar, and shall be forthwith filed with the proceedings.

100. *Payment of costs.*—All costs shall be in the discretion of the court, and shall be paid by such persons as the court shall order.

101. *Taxation.*—The costs directed by any order to be paid shall be taxed on production of an office copy of such order, and the allocatur being duly stamped shall be signed and dated by the master or registrar taking the costs.

102. *Registrar to tax in County Court.*—In a County Court costs shall be taxed by the registrar in person.

103. *Lower scale of costs if estate under* £300.—Where the estimated assets of the debtor do not exceed the sum of three hundred pounds, a lower scale of solicitor's costs shall be allowed—namely, three-fifths of the charges ordinarily allowed, disbursements being added—and if in error any charges have been allowed or paid on the higher scale, and the gross proceeds of the assets shall be ascertained not to exceed three hundred pounds, the excess shall be disallowed, and if paid, shall be repaid to the trustee.

104. *Review of County Court taxation.*—(1.) The Board of Trade may require the taxation of the bills of costs, charges, fees, or disbursements of any solicitor, accountant, auctioneer, manager, or other person, where the taxation has been made by a registrar of a County Court, to be reviewed by a bankruptcy taxing master of the High Court, and may appear on the review of such taxation; and where any such review is directed, the registrar of the County Court shall forward to such master of the High Court the bill which is required to be reviewed, and such master shall review such taxation. If upon such review the bill is allowed at a lower sum than that allowed by the registrar of the County Court, the amount disallowed shall be repaid to the trustee.

(2.) The solicitor, accountant, auctioneer, manager, or other person whose bill is directed to be reviewed, shall have notice of the time appointed for such review, and the costs of his appearance thereat shall be allowed to him out of the estate, unless the court otherwise orders.

105. *Order of payment of cost incurred.*—The costs under a bankruptcy petition incurred prior to the first meeting of creditors, shall be paid out of the estate in the following order of priority, unless the court otherwise orders—that is to say, first, the *ad valorem* duty upon the assets realized; next, the actual expenses incurred in realizing any of the property or assets of the debtor; next, the fees payable to any officer of the court in respect of any business done by him under the Act; next, the remuneration of any special manager appointed by the official receiver; next, the taxed costs of the petitioner; and, next, the charges of any person duly appointed to assist the debtor in the preparation of his statement of affairs.

106. *Solicitor's costs in case of petition by debtor.*—The solicitor in the matter of a bankruptcy petition presented by the debtor against himself shall, in his bill of costs, give credit for such sum or security (if any) as he may have received from the debtor, as a deposit on account of the costs and expenses to be incurred in and about the filing and prosecution of such petition; and the amount of any such deposit shall be noted by the taxing officer upon the allocatur issued for such costs.

107. *Costs out of joint or separate estates of co-debtors.*—Where the joint estate of any co-debtors is insufficient to defray any costs or charges properly incurred in respect thereof, the court, on the application of the official receiver or trustee, may order such costs or charges to be paid out of the separate estates of such co-debtors or any one or more of them. The court may also order any costs or charges properly incurred for any separate estate to be paid out of the joint estate if in the opinion of the court it shall be just so to do.

108. *Costs paid otherwise than out of estate.*—When a bill of costs is taxed under any special order of the court, and it appears by such order that the costs are to be paid otherwise than out of the estate of the bankrupt, the taxing officer shall specially note upon the allocatur by whom, or the manner in which such costs are to be paid.

109. *Bills of costs to be filed.*—Upon the taxation of any bill of costs, charges, or expenses being completed, the taxing officer shall forthwith file such bill with the proceedings in the matter, and shall thereupon issue to the person presenting such bill for taxation his allocatur, or certificate of taxation, which may be in Form No. 96 in the Appendix.

110. *Register of Bills taxed.*—Every taxing officer shall keep a register of all bills taxed by him, according to Form No. 97 in the Appendix, and shall, within fourteen days of the 31st day of Dec. in each year, make a return to the Board of Trade, according to Form No. 98 in the Appendix, of all bills taxed by him during the twelve months preceding such 31st day of Dec.

Appeals.

111. *Restrictions on appeal.*—(1.) Except by leave of the court there shall be no appeal to the Court of Appeal from any order made by consent or as to costs only.

(2.) No appeal to the Court of Appeal shall be brought from any order relating to property when it is apparent from the proceedings that the money or money's worth involved does not exceed £50, unless by leave of the court.

(3.) No appeal shall be brought in respect of the omission by the court appealed from to exercise any discretionary power, unless the court shall in its judgment, or on application made at the hearing, have expressly refused to exercise such power, in which case the refusal may be made a ground of appeal.

112. *Time for appeal.*—Subject to the powers of the Court of Appeal to extend the time under special circumstances no appeal to the Court of Appeal from any order of the court shall be brought after the expiration of *twenty-one* days. The said period shall be calculated from the time at which the order is signed, entered, or otherwise perfected, or in the case of the refusal of an application from the date of such refusal.

113. *Security for costs of appeal.*—At or before the time of entering an appeal, the party intending to appeal shall lodge in the High Court the sum of *twenty pounds* to satisfy, in so far as the same may extend, any costs that the appellant may be ordered to pay.

Provided that the Court of Appeal may in any special case increase or diminish the amount of such security or dispense therewith.

114. *Notice of appeal.*—Upon entering an appeal, a copy of the notice of appeal shall forthwith be sent by the appellant to the registrar of the court appealed from, who shall mark thereon the date when received, and forthwith file the same with the proceedings, and a similar notice shall be delivered by the appellant to each respondent four days before the day on which he intends to move.

115. *File of proceedings.*—The registrar of the court appealed from shall, upon the application of the senior registrar of the High Court, transmit to him the file of proceedings in the matter under appeal.

116. *Procedure on appeals.*—Subject to the foregoing Rules appeals to the Court of Appeal shall be regulated by the Rules of the Supreme Court for the time being in force in relation to such appeals.

PART II.—PROCEEDINGS FROM ACT OF BANKRUPTCY TO DISCHARGE.

Declaration of Inability to pay Debts.

117. *Form of declaration.*—A declaration by a debtor of his inability to pay his debts shall be dated, signed, and witnessed, and shall be in the Form No. 6 in the Appendix, with such variations, if any, as circumstances may require. The witness shall be a solicitor, or justice of the peace, or an official receiver or registrar of the court.

Bankruptcy Notice.

118. *What court to issue.*—(1.) A bankruptcy notice shall be in the Form No. in the Appendix, with such variations as circumstances may require.

(2.) A bankruptcy notice may be issued by any court in which a bankruptcy petition against the debtor might be filed.

(3.) A bankruptcy notice shall not be invalid by reason that it is issued by a wrong court, but in such case the court may, if it think fit, on the application of the debtor, order the notice to be set aside on such terms as to costs or otherwise as may seem just.

119. *Issue of notice.*—A creditor, desirous that a bankruptcy notice may be issued, shall produce to the registrar an office copy of the judgment on which the notice is founded, and file the notice, together with a request for issue, which shall be in Form No. 5 in the Appendix, with such variations as circumstances may require.

The creditor shall at the same time lodge with the registrar two copies of the bankruptcy notice to be sealed and issued for service.

120. *Indorsement of address, &c.*—(1.) Every bankruptcy notice shall be indorsed with the name and place of business of the solicitor actually suing out the same, or if no solicitor be employed, with a memorandum that it is sued out by the creditor in person.

(2.) There shall also be indorsed on every bankruptcy notice an intimation to the debtor that if he has a counter-claim, set-off, or cross-demand which equals or exceeds the amount of the judgment debt, and which he could not have set up in the action in which the judgment was obtained, he must within the time specified in the notice file an affidavit to that effect with the registrar.

(3.) In the case of a notice served in England the time shall be three days. In the case of a notice served elsewhere the registrar, when issuing the notice, shall fix the time.

121. *Application to set aside.*—The filing of such affidavit shall operate as an application to set aside the bankruptcy notice, and thereupon the registrar shall fix a day for hearing the application, and not less than three days before the day so fixed shall give notice thereof both to the debtor and the creditor, and their respective solicitors, if known. If the application cannot be heard until after the expiration of the time specified in the notice as the day on which the act of bankruptcy will be complete, the registrar shall extend the time, and no act of bankruptcy shall be deemed to have been committed under the notice until the application has been heard and determined.

122. *Duration of notice.*—Subject to the power of the court to extend the time, a bankruptcy notice to be served in England shall be served within *one month* from the issue thereof.

123. *Service of notice.*—A bankruptcy notice shall be served, and service thereof shall be proved, in the like manner as is by theser ules prescribed for the service of a creditor's petition.

124. *Setting aside notice.*—When the court makes an order setting aside the bankruptcy notice it may at the same time declare that no act of bankruptcy has been committed by the debtor under such notice.

Bankruptcy Petition.

125. *Form of petition.*—Every petition shall be fairly written or printed, or partly written and partly printed, and no alterations, interlineations, or erasures shall be made without the leave of the registrar, except so far as may be necessary to adapt a printed form to the circumstances of the particular case.

A debtor's petition shall be in Form No. 4, and a creditor's petition shall be in Form No. 10 in the Appendix, with such variations as circumstances may require.

126. *Place for filing petition.*—Where a debtor has for the greater part of six months next preceding the presentation of a bankruptcy petition carried on business within the district of one court and resided within the district of another court, the petition shall be filed in the court within the district of which he has carried on business.

127. *Attestation.*—Every bankruptcy petition shall be attested. If it be attested in England the witness must be a solicitor or justice of the peace or an official receiver or registrar of the court. If it be attested out of England the witness must be a judge or magistrate or a British consul or vice-consul or a notary public.

128. *Deposit by petitioner.*—(1.) Upon the presentation of a petition either by the debtor or by a creditor the petitioner shall deposit with the official receiver the sum of five pounds, and such further sum (if any) as the court may from time to time direct, to cover the fees and expenses to be incurred by the official receiver.

(2.) The official receiver shall account for the money so deposited to the creditor, or, as the case may be, to the debtor's estate, and any sum so paid by a petitioning creditor shall be repaid to him out of the first net proceeds of the estate.

Creditor's Petition.

129. *Security for costs.*—A petitioning creditor who is resident abroad, or whose estate is vested in a trustee under any law relating to bankruptcy, or against whom a petition is pending under the Act, or who has made default in payment of any costs ordered by any court to be paid by him to the debtor, may be ordered to give security for costs to the debtor.

130. *Verification and copies.*—Every creditor's petition shall be verified by affidavit, and when it is filed there shall be lodged with it two or more copies to be sealed and issued to the petitioner.

131. *Who to verify.*—When the petitioning creditor cannot himself verify all the statements contained in his petition, he shall file in support of the petition the affidavit of some person who can depose to them.

132. *Joint petitions.*—Where a petition is presented by two or more creditors jointly, it shall not be necessary that each creditor shall depose to the truth of all the statements which are within his own knowledge; but it shall be sufficient that each statement in the petition is deposed to by someone within whose knowledge it is.

133. *Petition to be investigated.*—After the presentation of a creditor's petition, and before sealing the copies of the petition for service, the statements in the petition shall be investigated by the registrar, and where some of the statements in the petition cannot be verified by affidavit, witnesses may be summoned to prove the same.

134. *Interim receiver.*—After the presentation of a petition, upon the application of a creditor, or of the debtor himself, and upon proof by affidavit of sufficient grounds for the appointment of the official receiver as interim receiver and manager of the property of the debtor, or any part thereof, the court may, if it thinks fit, upon such terms as to deposit for expenses and otherwise as may seem just, make such appointment; and where the petition is dismissed the creditor shall, unless the court otherwise orders, pay the costs of the official receiver as interim receiver and manager, and the court shall, if required, adjudicate with respect to any damages or claim thereto arising out of his appointment, or make such order thereon as it thinks fit, and such order shall be final and conclusive between the parties, and between them or either of them and the official receiver, unless the decision be appealed from.

135. *Time of hearing.*—The registrar shall appoint the time and place at which the petition will be heard, and notice thereof shall be written on the petition and sealed copies, and where the petition has not been served the registrar may from time to time alter the first day so appointed and appoint another day and hour.

136. *Several respondents.*—Where there are more respondents than one to a petition the rules as to service shall be observed with respect to each respondent, but where all the respondents have not been served, the petition may be heard separately or collectively as to the respondent or such of the respondents as has or have been served, and separately or collectively as to the respondents not then served according as service upon them is effected.

137. *Debtor intending to show cause.*—Where a debtor intends to show cause against a petition he shall file a notice with the registrar specifying the statements in the petition which he intends to deny or dispute, and transmit by post to the petitioning creditor and his solicitor, if known, a copy of the notice three days before the day on which the petition is to be heard.

138. *Non-appearance of debtor.*—If the debtor does not appear at the hearing, the court may make a receiving order on such proof of the statements in the petition as it shall think sufficient.

139. *Appearance of debtor to show cause.*—On the appearance of the debtor to show cause against the petition, the petitioning creditor's debt and act of bankruptcy, or such of those matters as the debtor shall have given notice that he intends to dispute, shall be proved, and if any new evidence of those matters, or any of them, shall be given, or any witness or witnesses to such matter shall not be present for cross-examination, and further time shall be desired to show cause, the court shall, if it thinks the application reasonable, grant such further time as it may think fit.

140. *Non-appearance of creditor.*—If any creditor neglects to appear on his petition, no subsequent petition against the same debtor or debtors, or any of them, either alone or jointly with any other person or persons, shall be presented by the same creditor, in respect of the same act of bankruptcy, without the leave of the court to which the previous petition was presented.

141. *Personal attendance of creditor dispensed with.*—The personal attendance of the petitioning creditor and of the witness or witnesses to prove the debt, and act of bankruptcy or other material statements, upon the hearing of the petition, may, if the court shall think fit, be dispensed with.

142. *Proceeding after trial of disputed question.*—Where proceedings on a petition have been stayed for the trial of the question of the validity of the petitioning creditor's debt, and such question has been decided in favour of the validity of the debt, the petitioning creditor may apply to the registrar to fix a day on which further proceedings on the petition may be had, and the registrar on production of the judgment of the court in which the question was tried, or an office copy thereof, shall give notice to the petitioner by post of the time and place fixed for the hearing of the petition, and a like notice to the debtor at the address given in his notice to dispute, and also to their respective solicitors, if known.

143. *Application to dismiss.*—Where proceedings on a petition have been stayed for the trial of the question of the validity of the petitioning creditor's debt, and such question has been decided against the validity of the debt, the debtor may apply to the registrar to fix a day on which he may apply to the court for the dismissal of the petition with costs, and the registrar on the production of the judgment of the court in which the question was tried, or an office copy thereof, shall give notice to both the petitioner and debtor (and to their respective solicitors, if known) by post of the time and place fixed for the hearing of the application.

Service of Creditor's Petition.

144. *Personal service.*—A creditor's petition shall be personally served by delivering to the debtor a sealed copy of the filed petition.

145. *Substituted service.*—A petition shall be served upon the debtor by an officer or bailiff of the court, or by the creditor or his solicitor, or by some person in their employ; provided that if personal service cannot be effected, the court may extend the time for hearing the petition, or if the court is satisfied by affidavit or other evidence on oath that the debtor is keeping out of the way to avoid such service, or service of any other legal process, or that for any other cause prompt personal service cannot be effected, it may order substituted service to be made by delivery of the petition to some adult inmate at his usual or last known residence or place of business, or by registered letter, or in such other manner as the court may direct, and that such petition shall then be deemed to have been duly served on the debtor.

146. *Proof of service.*—Service of the petition shall be proved by affidavit, with a sealed copy of the petition attached, which shall be filed in court forthwith after the service.

147. *Extension of time.*—An application for extension of time for hearing a petition shall be in writing, but need not be supported by affidavit, unless in any case the court shall otherwise require.

148. *Service out of jurisdiction.*—Where a debtor petitioned against is not in England, the court may order service to be made within such time and in such manner and form as it shall think fit.

Hearing of Petition.

149. *Proceedings on petition.*—(1.) Where a petition is filed by a debtor the court shall forthwith make a receiving order thereon.

(2.) A creditor's petition shall not be heard until the expiration of eight days from the service thereof, Provided that—

Where the act of bankruptcy alleged is that the debtor has filed a declaration of inability to pay his debts, or where it is proved to the satisfaction of the court that the debtor has absconded, or in any other case for good cause shown, the court may, on such terms, if any, as it may think fit to impose, hear the petition at such earlier date as it may deem expedient.

Receiving Order.

150. *Receiving order.*—(1.) A receiving order shall be in the Forms Nos. 28 and 29 in the Appendix, with such variations as circumstances may require.

(2.) When a receiving order is made, the court shall at the same time fix a day for the public examination of the debtor.

151. *Receiving order on bankruptcy notice.*—A receiving order shall not be made against the debtor on a petition in which the act of bankruptcy alleged is non-compliance with a bankruptcy notice within the appointed time, where such debtor shall have applied to set aside such notice until after the hearing of the application, or where the notice has been set aside, or during a stay of the proceedings thereon; but in such case the petition shall be adjourned or dismissed as the court may think fit.

152. *Stay of proceedings.*—There may be included in a receiving order, an order staying any action or proceeding against the debtor or staying proceedings generally.

153. *Advertisement.*—(1.) Where a receiving order is made, the registrar shall forthwith give notice thereof to the official receiver and to the Board of Trade.

(2.) The official receiver shall forthwith send notice thereof to such local paper as the Board of Trade may from time to time direct, or in default of such direction, as he may select.

(3.) The notices shall be in the Forms Nos. 30 and 127 in the Appendix with such variations as circumstances may require; but the Board of Trade may from time to time alter such forms or direct other forms to be used in lieu thereof.

154. *Costs of petition, &c.*—All proceedings under the Act down to and including the making of a receiving order shall be at the cost of the party prosecuting the same, but when a receiving order is made the court may make an order for the payment of the costs of the petitioning creditor (including the costs of the bankruptcy notice (if any) sued out by him) out of the first net proceeds of the estate, and a composition or scheme which does not provide for the payment in full of any costs so awarded may be disallowed.

When the proceeds of the estate are not sufficient for the payment of any costs necessarily incurred by the official receiver (in excess of the deposit) between the making of a receiving order and the conclusion of the first meeting of creditors, the court may order such costs to be paid by the party prosecuting the proceedings.

ADJUDICATION.

155. *Adjudication on application of debtor.*—At the time of making a receiving order, or at any time thereafter, the court may, on the application of the debtor himself, adjudge him bankrupt. Such application may be made orally and without notice.

156. *Adjudication on application of other parties.*—When a receiving order has been made, and no creditors attend at the time and place appointed for the first meeting, or one adjournment thereof, or if sufficient creditors do not attend there to pass a special resolution, or where the official receiver satisfies the court that the debtor has absconded, or that the debtor does not intend to propose a composition or scheme, or in any of the other cases mentioned in the Act, the court may, either on the application of a creditor, or of the official receiver, forthwith adjudge the debtor bankrupt.

157. *Form and notice.*—(1.) An order of adjudication shall be in the Form No. 38 in the Appendix, with such variations as circumstances may require.

(2.) When a debtor is adjudged bankrupt, the registrar shall forthwith give notice thereof to the official receiver and to the Board of Trade, who shall advertise and gazette the adjudication in the like manner as is provided in the case of a receiving order.

158. *Order annulling adjudication.*—(1.) An order annulling an adjudication may be in the Form No. 41 in the Appendix, with such variations as circumstances may require.

(2.) When an adjudication is annulled the registrar shall forthwith give notice thereof to the Board of Trade in order that the annulment may be gazetted.

COMPOSITION OR SCHEME UNDER SECTS. 18 OR 23.

159. *Object of meetings.*—When the creditors, pursuant to sect. 18, resolve to entertain a proposal for a composition or scheme, the terms of the composition or scheme shall be settled at the first meeting or adjournments thereof. The subsequent meeting shall be held for the purpose of confirming or rejecting the composition or scheme. If the composition or scheme is rejected the meeting may proceed to appoint a trustee.

160. *Notice of application.*—The party applying to the court to sanction a composition or scheme, shall not less than seven days before the day appointed for hearing the application, send notice of his application to the official receiver and to every person who has proved.

161. *Evidence and order.*—The court before sanctioning a composition or scheme shall, in addition to investigating the other matters as required by the Act, require proof that the provisions of sub-sects. (1), (2), and (3) of sect. 18 of the Act have been complied with. An order sanctioning a composition or scheme shall be in the Form No. 47 in the Appendix, with such variations as circumstances may require.

The registrar shall forthwith send notice to the Board of Trade of every order made on an application to sanction a composition or scheme, and the Board of Trade shall gazette the same. The notice may be in the Form No. 127 (4) in the Appendix, with such variations as circumstances may require, but the Board of Trade may from time to time alter such form.

162. *Correction of formal slips, &c.*—At the time a composition or scheme is sanctioned, the court may correct or supply any accidental or formal slip, error, or omission therein, but no alteration in the substance of the composition or scheme shall be made.

163. *Proceedings if scheme sanctioned.*—When a composition or scheme is sanctioned, the official receiver shall forthwith put the debtor (or, as the case may be, the trustee under the composition or scheme) into possession of the debtor's property. The court shall also rescind the receiving order.

164. *Non-payment of composition.*—Where a composition or scheme is sanctioned and default is made in any payment thereunder, either by the debtor or the trustee (if any), no action to enforce such payment shall lie, but the remedy of any person aggrieved shall be by application to the court.

165. *Vesting of property on annulment of composition.*—Where a composition or scheme is annulled, the property of the debtor shall, unless the court otherwise directs, forthwith vest in the official receiver to whom the estate was originally assigned, without any special order being made or necessary.

166. *Annulment of composition.*—Where a composition or scheme is annulled, the trustee under the composition or scheme shall pay over and account for to the trustee under the bankruptcy any moneys or property of the debtor which have come to his hands.

167. *Dividends under composition or scheme.*—Where under any composition or scheme provision is made for the payment of any moneys to creditors entitled thereto, and any claim, in respect of which a proof has been lodged, is disputed, the court may, if it shall think fit, direct that the amount which would be payable upon such claim, if established, shall be secured in such manner as the court shall direct, until the determination of the claim so disputed; and on the determination thereof, the sum so secured shall be paid as the court may direct.

STATEMENT OF AFFAIRS.

168. *How made out.*—Every debtor shall be furnished by the official receiver with instructions for the preparation of his statement of affairs. The statement of affairs (which shall be made out in duplicate, and one copy of which shall be verified) shall be in the Form No. 35 in the Appendix, with such variations or additions as circumstances may require, or in such other form as the Board of Trade may from time to time direct.

The official receiver shall file in court the verified statement of affairs submitted to him by the debtor.

PROOF OF DEBTS.

169. *Form of proof.*—A creditor's proof shall be in the Form No. 52 in the Appendix, with such variations as circumstances may require.

170. *Time for lodging proof.*—A proof intended to be used at the first meeting shall be lodged with the official receiver not less than one clear day before the day appointed for such meeting.

171. *List of proofs and proofs to be filed.*—The official receiver, or, as the case may be, the trustee, in every bankruptcy proceeding, shall, on the first day of every month, send to the registrar a certified list of all proofs, if any, tendered during the month next preceding, distinguishing in such list the proofs admitted, those rejected, and such as stand over for further consideration, and in the case of proofs admitted or rejected, he shall transmit the proofs themselves for the purpose of being filed.

172. *Transmission from official receiver to trustee.*—When a trustee is appointed, the proofs of debts that have been received by the official receiver, and which have not already been filed, shall be handed over to the trustee, but the official receiver shall first make a list of such proofs, which he shall give to the registrar to be filed with the proceedings.

173. *Time to admit or reject proof.*—Subject to the power of the court to extend the time, the trustee, within fourteen days after receiving a proof, shall in writing either admit or reject it wholly or in part, or require further evidence in support of it.

174. *Appeal from rejection or admission of proof.*—Subject to the power of the court to extend the time, no application to reverse or vary the decision of an official receiver or trustee in rejecting a proof shall be entertained after the expiration of twenty-one days from the date of the decision complained of.

DIVIDENDS.

175. *Notice of intended dividend.*—(1.) Not more than two months and not less than twenty-one days before declaring a dividend, the trustee shall give notice of his intention to do so to the Board of Trade (in order that the same may forthwith be gazetted), and to such of the creditors mentioned in the bankrupt's statement of affairs as have not proved their debts. Such notice shall specify the latest date within which proofs shall be lodged which shall be not less than seven days from the date of such notice.

(2.) Immediately after the date mentioned as that within which proofs must be lodged, the trustee shall examine and in writing admit or reject any proof which has not been previously admitted or rejected, and give notice to the creditor of his decision.

(3.) Where any creditor appeals against the decision of the trustee rejecting a proof, under this rule, such appeal shall, subject to the power of the court to extend the time in special cases, be commenced, and notice thereof given to the trustee within seven days from the date of the notice of the trustee's decision against which the appeal is made, and the trustee shall in such case make provision for the dividend upon such proof and the probable costs of such appeal in the event of the proof being admitted. Where no appeal has been commenced within the time specified in this rule, the trustee shall exclude all proofs which have been rejected from participation in the dividend.

(4.) *Declaration of dividend.*—Immediately on the expiration of the time fixed by this rule for appealing against the decision of the trustee, he shall proceed to declare a dividend, and shall give notice to the Board of Trade (in order that the same may be gazetted), and shall also send a notice of dividend to each creditor whose proof has been admitted, accompanied by a statement showing the position of the estate.

(5.) The notices shall be in the Forms Nos. 77, 78, 79, and 80 in the Appendix, with such variations as circumstances may require; but the Board of Trade may from time to time alter such forms.

176. *Bill notes, &c.*—Subject to the provisions of sect. 70 of the Bills of Exchange Act, 1882, and subject to the power of the court, in any other case on special grounds, to order production to be dispensed with, every bill of exchange, promissory note, or other negotiable instrument or

security upon which proof has been made shall be exhibited to the trustee before payment of dividend thereon, and the amount of dividend paid shall be indorsed on the instrument.

177. *Dividend may be sent by post.*—The amount of the dividend may, at the request and risk of the creditor, be transmitted to him by post.

Discharge

178. *Application.*—A bankrupt intending to apply for his discharge under sect. 28 of the Act shall produce to the registrar a certificate from the official receiver specifying the number of his creditors, and shall, not less than twenty-eight days before the day appointed for hearing the application, give notice of the time and place of the hearing of the application to the trustee and to the official receiver. The official receiver shall forthwith send a copy of such notice to the Board of Trade for insertion in the *London Gazette*, and shall also send a copy of such notice to each creditor who has proved, not less than fourteen days before the day so appointed.

179. *Order—Delivery of order.*—The order of the court made on an application for discharge shall be dated of the day on which it is made, and shall take effect on and from the day of its date; but such order shall not be delivered out or gazetted until after the expiration of the time allowed for appeal, or if an appeal be entered, until after the decision of the Court of Appeal thereon.

180. *Gazetting order.*—When the time for appeal has expired, or as the case may be, when the appeal has been decided by the Court of Appeal, the registrar shall forthwith send notice of the order to the Board of Trade, who shall gazette the same.

The notice may be in Form No. 127 in the Appendix, with such variations as circumstances may require, but the Board of Trade may from time to time alter such form.

181. *Execution on judgment in case of conditional discharge.*—An application by the official receiver or trustee for leave to issue execution on a judgment under sub-sect. (6) of sect. 28 of the Act shall be in writing, and shall state shortly the grounds on which the application is made. When the application is lodged, the registrar shall fix a day for the hearing.

The party applying shall give notice of the application to the debtor not less than eight days before the day appointed for the hearing, and shall at the same time furnish him with a copy of the application.

182. *Accounts of after-acquired property.*—Where a bankrupt is discharged subject to the condition that judgment shall be entered against him under sect. 28 of the Act, or subject to any other condition as to his after-acquired property, it shall be his duty, until such judgment or condition is satisfied, from time to time to give the official receiver such information as he may require with respect to his after-acquired property, and not less than once a year to file in the court a statement showing the particulars of any property or income he may have acquired subsequent to his discharge.

Proxies and Voting Letters.

183. *Form and filing of Proxies.*—(1.) A general proxy shall be in Form No. 54, a special proxy shall be in Form No. 55, and a voting letter under sect. 18, sub-sect. (2), or sect. 23 of the Act, shall be in Form No. 56 in the Appendix, with such variations as circumstances may require.

(2.) A proxy shall be lodged with the official receiver not later than the day before the meeting at which it is to be used.

(3.) As soon as a proxy or voting letter has been used it shall be filed with the proceedings in the matter.

Meetings of Creditors.

184. *Notice to debtor.*—(1.) The official receivor shall give three days' notice to the debtor of the time and place appointed for the first meeting of creditors. The notice, which may be in Form No. 58 in the Appendix, may be either delivered to him personally or sent to him by prepaid post letter, as may be convenient.

It shall nevertheless be the duty of the debtor to attend such first meeting although the notice is not sent to or does not reach him.

(2.) A notice to attend subsequent meetings may be in the like form, with such variations as circumstances may require.

185. *Notice of first meeting.*—The official receiver shall fix the day for the first meeting, and shall forthwith give notice thereof to the Board of Trade, who shall gazette the same. The notice to creditors shall be in Form No. 57 in the Appendix, with such variations as circumstances may require.

186. *Form and length of notice.*—The notices of subsequent meetings to be issued by the official receiver or trustee to creditors may be in the Form No. 62 in the Appendix, with such variations as circumstance may require. Where no special time is prescribed the notices shall be sent off not less than three days before the day appointed for the meeting.

187. *Non-reception of notice.*—Where a meeting of creditors is called by notice, the proceedings had and resolutions passed at such meeting shall, unless the court otherwise orders, be valid, notwithstanding that some creditors shall not have received the notice sent to them.

188. *Proof of notice.*—An affidavit by the trustee, official receiver, or other officer of the court, or the solicitor in the matter, or by the clerk of any such person, that the notice has been duly posted, shall be sufficient evidence of such notice having been duly sent to the person to whom the same was addressed.

189. *Costs of calling meeting.*—The costs of summoning a meeting of creditors at the instance of any person other than the official receiver or trustee shall be paid by the person at whose instance it is summoned, to be repaid to him out of the estate if the creditors or the court shall so direct.

190. *Copy of resolution to be filed.*—The official receiver, or, as the case may be, the trustee, shall send to the registrar of the court in which the matter is pending a copy, certified by him, of every resolution of a meeting of creditors.

Proceedings by Company or Co-partnership.

191. *Public officer or agent of company, &c.*—A bankruptcy petition against, or bankruptcy notice to, any debtor to any company or co-partnership duly authorized to sue and be sued in the name of a public officer or agent of such company or co-partnership, may be presented by or sued out by such public officer or agent as the nominal petitioner for and on behalf of such company or co-partnership, on such public officer or agent filing an affidavit stating that he is such public officer or agent, and that he is authorized to present or sue out such petition or bankruptcy notice.

Proceedings by or against Firm.

192. *Attestation of firm signature.*—Where any notice, declaration petition, or other document requiring attestation is signed by a firm o creditors or debtors in the firm name, the partner signing for the firm shall add also his own signature, *e.g.*, "Brown and Co. by James Green, a partner in the said firm."

193. *Service on firm.*—Any notice or petition for which personal service is necessary shall be deemed to be duly served on all the members of a firm if it is served at the principal place of business of the firm in England, on any one of the partners, or upon any person having at the time of service the control or management of the partnership business there.

194. *Debtors' petition by firm.*—Where a firm of debtors file a declaration of inability to pay their debts, or bankruptcy petition in the firm name, the declaration or petition shall be accompanied by an affidavit made by one at least of the partners, setting forth the names of the partners, and showing that they all concur in the filing of the declaration or petition.

195. *Receiving order against firm.*—A receiving order made against a firm shall operate as if it were a receiving order made against each of the persons who, at the date of the order, is a partner in that firm.

196. *Statement of affairs.*—In cases of partnership the debtors shall submit a statement of their partnership affairs, and each debtor shall submit a statement of his separate affairs.

197. *Adjudication against debtors.*—No order of adjudication shall be made against a firm in the firm name, but it shall be made against the partners individually.

PART III.—SPECIAL PROCEDURES.

Small Bankruptcies.

198. *Application for order.*—An application by the official receiver that the estate of a debtor may be ordered to be administered in a summary manner shall be in Form No. 33 in the Appendix, with such variations as circumstances may require.

199. *Summary administration.*—Where an estate is ordered to be administered in a summary manner, under sect. 121 of the Act, the provisions of the Act and of these rules shall, subject to any special direction of the court, be modified as follows, namely:—

(1.) No advertisement of any proceeding in a local paper shall be necessary.

(2.) All questions of law and fact shall be determined by the court having jurisdiction in the matter, and no application for a jury shall be entertained.

(3.) If the official receiver satisfies the court that the debtor has absconded, or that the debtor does not intend to propose a composition or scheme, or that the composition or scheme proposed is not reasonable or calculated to benefit the general body of creditors, the court may forthwith adjudge the debtor bankrupt.

(4.) If during or at the conclusion of the public examination of the debtor it appears to the court that a composition or scheme ought not to be sanctioned by reason of the conduct of the debtor, the court may forthwith adjudge the debtor bankrupt.

(5.) No appeal shall lie from any order of the court, except by leave of the court.

(6.) All payments shall, unless the Board of Trade otherwise orders, be made into and out of the Bank of England.

(7.) Except for the purpose of confirming of a composition or scheme there shall be only one meeting of creditors. The meeting may, where it seems expedient, be held on the day appointed for the public examination of the debtor.

(8.) The estate shall be realized with all reasonable dispatch, and where practicable distributed in a single dividend when realized.

Administration of Estate of Person dying Insolvent.

200. *Form of petition.*—A creditor's petition, under sect. 125 of the Act, shall be in the Form No. 11 in the Appendix, with such variations as circumstances may require, and shall be verified by affidavit.

201. *Service.*—(1.) The petition shall, unless the court otherwise directs, be served on each executor who has proved the will, or, as the case may be, on each person who has taken out letters of administration.

The court may also, if it thinks fit, order the petition to be served on any other person.

(2.) Service shall be proved in the same way as is provided in the case of an ordinary creditor's petition, and the petition shall be heard in the like manner.

202. *Administration order.*—An administration order under sect. 125 shall be in the Form No. 31 in the Appendix, with such variations as the circumstances may require.

PART IV.—OFFICERS, TRUSTEES, AUDIT, &c.

Gazetting.

203. *Gazetting notices.*—All notices requiring publication in the *London Gazette* shall be gazetted by the Board of Trade.

Books to be kept and Returns to be made by Registrars.

204. *Notice of orders to Board of Trade.*—When a receiving order, or an order of adjudication, or an order fixing the public examination of a debtor, or an order for administration under sect. 121, or under sect. 125, or an order on an application to sanction a composition or scheme, or an order annulling a composition or scheme, or an order annulling an adjudication, is made, or an order on an application for discharge is delivered out, the registrar shall forthwith give notice thereof to the Board of Trade.

The notice may be according to Form No. 27 in the Appendix, or in such other form as the Board of Trade may from time to time require.

205. *Books to be kept by registrars.*—The senior registrar in bankruptcy of the High Court, and every registrar of a County Court having jurisdiction in bankruptcy, shall keep books according to the Forms in the Appendix, and the particulars given under the different heads in such books shall be entered forthwith after the proceedings shall be had.

206. *Extracts and returns.*—The registrars shall make and transmit such extracts from their books and shall furnish such information and returns as the Board of Trade may from time to time require.

Accounts and Audit.

207. *Record book.*—The official receiver, until a trustee is appointed, and thereafter the trustee, shall keep a book to be entitled "The Record Book," in which he shall record all minutes, all proceedings had, and resolutions passed at any meeting of creditors, or of the committee of inspection, and all such matters as may be necessary to give a correct view of his administration of the estate, but he shall not be bound to insert in the record any document of a confidential nature (such as the opinion of counsel on any matter affecting the interest of the creditors), nor need he exhibit such document to any person other than the members of the committee of inspection.

208. *Cash book.*—The official receiver, until a trustee is appointed, and thereafter the trustee, shall keep a book to be entitled the "Cash Book" (which shall be in such form as the Board of Trade may from time to time direct), in which he shall (subject to the provisions of these Rules as to trading accounts) enter from day to day the receipts and payments made by him.

209. *Books to be submitted to committee of inspection.*—The trustee shall submit the record book and cash book, together with any other requisite books and vouchers, to the committee of inspection (if any) when required, and not less than once every three months.

210. *Audit of cash book.*—The committee of inspection shall not less than once every three months audit the cash book and certify therein under their hands the day on which the said book was audited. The certificate shall be in the Form No. 82 in the Appendix, with such variations as circumstances may require.

211. *Board of Trade audit of trustee's accounts.*—Every trustee shall, at the expiration of six months from the date of the receiving order, and at the expiration of every succeeding six months thereafter until his release, transmit to the Board of Trade a duplicate copy of the cash book for such period, together with the necessary vouchers and copies of the certificates of audit by the committee of inspection. He shall also forward with the first accounts a summary of the debtor's statement of affairs, in such form as the Board of Trade may direct, showing thereon in red ink the amounts realized, and explaining the cause of the non-realization of such assets as may be unrealized.

When the estate has been fully realized the trustee shall forthwith send in his accounts to the Board of Trade, although the six months may not have expired.

The accounts sent in by the trustee shall be certified and verified by him according to the Form No. 83 in the Appendix.

212. *Copy accounts to be filed.*—When the trustee's account has been audited, the Board of Trade shall certify that the account has been duly passed, and thereupon the duplicate copy, bearing a like certificate, shall be transmitted to the registrar of the court, who shall file the same with the proceedings in the bankruptcy.

213. *Affidavit of no receipts.*—Where a trustee has not since the date of his appointment or since the last audit of his accounts, as the case may be, received or paid any sum of money on account of the estate, he shall, at the period when he is required to transmit his estate account to the Board of Trade, forward to the board an affidavit of no receipts or payments.

214. *Proceedings on resignation.*—Upon a trustee resigning, or being released or removed from, his office, he shall deliver over to the official receiver, or, as the case may be, to the new trustee, all books kept by him, and all other books, documents, papers, and accounts in his possession relating to the office of trustee.

215. *Joint and separate estates accounts.*—Where a receiving order has been made against debtors in partnership, distinct accounts shall be kept of the joint estate and of the separate estate or estates, and on transfer of a surplus from a separate estate to the joint estate on the ground that there are no creditors under such separate estate shall be made until notice of the intention to make such transfer has been gazetted.

216. *Debtor's books.*—The court may, on the application of the official receiver, direct in what manner the debtor's books of account, or any of them, may be disposed of.

217. *Annual returns.*—Every trustee shall, within one month after the 31st day of December in each year, transmit to the Board of Trade a statement according to the form in the Appendix of every bankruptcy in which he is a trustee.

Trustees.

218. *Form of certificate of appointment.*—A certificate by the Board of Trade, certifying the appointment of a trustee, shall be in the Form No. 71 in the Appendix, with such variations as circumstances may require.

219. *Notice of appointment.*—When the appointment of a trustee is certified notice of his appointment shall forthwith be gazetted by the Board of Trade. The trustee shall also forthwith insert notice of his appointment in a local paper and send the certificate to the registrar to be filed.

220. *Notification of objection to High Court.*—(1.) Where the Board of Trade objects to the appointment of a trustee, and is required by a majority in value of the creditors who have proved to notify the objection to the High Court, the requisition shall be in Form No. 70 in the Appendix, with such variations as circumstances may require. On receipt of such requisition the Board of Trade shall forthwith transmit a copy thereof to the senior registrar in bankruptcy of the High Court, who shall fix a time for the hearing of the matter. At the hearing the person objected to, and every creditor, and the Board of Trade, shall be entitled to be heard.

(2.) The Board of Trade may also with the copy requisition communicate to the court the grounds of its objections. Any report so made by the Board of Trade shall be *primâ facie* evidence of statements therein contained.

221. *Trustee not accounting under sect.* 162.—It shall be a sufficient objection to the appointment of a trustee that he has not complied with the requirements of sect. 162 of the Act, or of any order of the Board of Trade made thereunder in respect of any matter as to which he was under an obligation to comply.

222. *Removal by Board of Trade.*—Where a trustee is removed by the Board of Trade, notice of the order removing him shall at once be transferred by the Board of Trade to the registrar of the court, who shall file the notice with the proceedings in the matter and give written notice thereof to the official receiver.

The Board of Trade shall also cause a notice of the order to be gazetted.

223. *Notice of resignation.*—A trustee intending to resign his office shall call a meeting of creditors to consider whether his resignation shall be accepted or not, and shall give not less than seven days' notice of the meeting to the official receiver.

224. *Rate of remuneration.*—The creditors, or, as the case may be, the committee of inspection, in voting the remuneration of the trustee, shall distinguish between the commission or percentage payable on the amount realized, and the commission or percentage payable on the amount distributed in dividend.

The rate of commission or percentage on the amount realized shall not exceed the rate on the amount distributed; for instance, if the commission or percentage on the amount distributed be two per cent., the commission or percentage on the amount realized shall not exceed two per cent.

225. *Trustee carrying on business.*—(1.) Where the trustee carries on the business of the bankrupt, he shall keep a distinct account of the trading, and shall incorporate in the cash book the total weekly amount of the receipts and payments on such trading accounts.

(2.) The trading account shall from time to time, and not less than once in every month, be verified by affidavit, and the trustee shall thereupon submit such account to the committee of inspection (if any) or such member thereof as may be appointed by the committee for that purpose, who shall examine and certify the same.

226. *Notice of application for release.*—A trustee, before making application to the Board of Trade for his release, shall give notice of his intention so to do, according to the Form No. 93 in the Appendix, to all the creditors of the debtor who have proved their debts, and shall send with such notice a summary of his receipts and payments as trustee.

227. *Meeting to consider conduct of trustee.*—Where one-fourth in value of the creditors desire that a general meeting of the creditors may be summoned to consider the propriety of removing the trustee, such meeting may be summoned by a member of the committee of inspection, or by the official receiver, on the deposit of a sum sufficient to defray the expenses of summoning such meeting.

228. *Authority for account at local bank.*—Application by a committee of inspection for authority to the trustee to make his payments into and out of a local bank shall be in Form No. 91 in the Appendix, and the authority shall be in Form No. 92 in the Appendix, with such variations as circumstances may require.

229. *Application for directions.*—Where a trustee desires to apply to the court for directions in any matter, he may file an application in the Form No. 74 in the Appendix. The court shall then hear the application or fix a day for hearing it, and direct the trustee to apply by motion.

230. *Creditor may obtain copy of trustee's accounts.*—Any creditor who has proved, may apply to the trustee for a copy of the accounts or any part thereof relating to the estate as shown by the "cash book" up to date, and on paying for the same at the rate of threepence per folio of seventy-two words (each figure counting as one word), he shall be entitled to have such copy accordingly.

231. *Fee for list of creditors.*—In the case mentioned in sect. 79 of the Act, the fee shall be calculated at the same rate as in the last preceding rule mentioned.

Disclaimer of Leases.

232. *Disclaimer of lease without leave.*—A lease may be disclaimed without the leave of the court in any of the following cases, namely, where the bankrupt has not sub-let or assigned the lease or created any mortgage or charge thereon; and

(*a.*) The rent reserved and real value of the property leased, as ascertained by the property tax assessment, are less than *twenty pounds* per annum; or

(*b.*) The estate is administered under the provisions of sect. 121 of the Act; or

(*c.*) The trustee serves the lessor with notice of his intention to disclaim, and the lessor does not within seven days after the receipt of such notice give notice to the trustee requiring the matter to be brought before the court.

Except as provided by this rule the disclaimer of a lease without the leave of the court shall be void.

OFFICIAL RECEIVERS.

233. *Appointment.*—Judicial notice shall be taken of the appointment of the official receivers appointed by the Board of Trade.

234. *Appointment of deputy.*—When the Board of Trade, under the powers given by sect. 67 of the Act, appoints any person to act as deputy or in place of an official receiver, notice thereof shall be given by letter to the registrar of the court to which such official receiver is or was attached. The letter shall specify the duration of such acting appointment.

(2) Any person so appointed shall, during his tenure of office, have all the status, rights, and powers, and be subject to all the liabilities of an official receiver.

235. *Removal.*—(1.) An official receiver may be removed from his office by an order of the Board of Trade.

Notice of an order removing an official receiver shall be communicated by letter to the registrar of the court to which the official receiver was attached.

(2.) When an official receiver is removed, dies, or resigns, all estates, rights, and powers vested in him shall, without any conveyance or transfer, vest in such official receiver as the Board of Trade may appoint.

236. *Rota.*—When there are two or more official receivers attached to the same court the receivership of estates shall be assigned to them in rotation. The rota shall be commenced by the first estate being assigned to the receiver whose name comes first in alphabetical order.

Provided that the Board of Trade may at any time require a particular estate to be assigned to a particular official receiver. In such case the registrar shall assign, or, as the case may be, transfer the receivership of that estate to the official receiver so designated.

237. *Duties as to debtor's statement of affairs.*—(1.) As soon as the official receiver receives notice that he has been appointed to the receivership of an estate, he shall furnish the debtor with a copy of instructions for the preparation of his statement of affairs.

The instructions may be in Form No. 35 in the Appendix, with such variations or additions as circumstances may require.

(2.) The official receiver, or some person deputed by him, shall also forthwith hold a personal interview with the debtor for the purpose of investigating his affairs and determining whether the estate should be administered under sect. 121 of the Act.

(3.) It shall be the duty of the debtor to attend at such time and place as the official receiver may appoint.

238. *Subsistence allowance to debtor.*—Subject to any general or special directions which the Board of Trade may give, the official receiver, while in the possession of the property of a debtor, may make him such allowance out of his property for the support of himself and his family as may seem just. In fixing the amount of such allowance the assistance rendered by the debtor in the management of his business or affairs may be taken into account.

239. *Special report as to person employed to assist debtor.*—Whenever, under the powers given by sect. 70 of the Act, the official receiver employs any person to assist the debtor in the preparation of his statement of affairs, he shall forthwith report the matter by letter to the Board of Trade, justifying his action therein and specifying the remuneration to be allowed to such person.

240. *Use of proxies by deputy.*—Where an official receiver who holds any proxy or proxies cannot conveniently attend any meeting of creditors, at which such proxy or proxies might be used, he may depute some person in his employment or under his official control, or some officer of the Board of Trade, by writing under his hand, to attend such meeting and use such proxies on his behalf, and in such manner as he may direct.

241. *Personal performance of duties.*—The Board of Trade may, by general or special directions, determine what acts or duties shall be performed by the official receiver in person, and in what cases he may discharge his functions through the agency of his clerks or other persons in his regular employ or under his official control.

242. *Assistant official receivers.*—An assistant official receiver, appointed by the Board of Trade, shall be an officer of the court, like the official receiver to whom he is assistant, and, subject to the directions of the Board of Trade, he may represent the official receiver in all proceedings in court, or in any administrative or other matter. Judicial notice shall be taken of the appointment of an assistant official receiver, and he may be removed in the same manner as is provided in the case of an official receiver.

243. *Registrar to act in sudden emergency.*—In any case of sudden emergency where there is no official receiver capable of acting, any act or thing required or authorized to be done by an official receiver may be done by the registrar.

244. *Removal of special manager.*—When the official receiver appoints a special manager, he may at any time remove him if his employment seems unnecessary or unprofitable to the estate, and he shall remove him, if so required, by a special resolution of the creditors.

245. *Mode of application to court.*—Applications by the official receiver to the court may be made personally, and without notice or other formality; but the court may in any case order that an application be renewed in a formal manner, and that such notice thereof be given to any person likely to be affected thereby as the court may direct.

246. *Application for directions.*—In any case of doubt or difficulty, or in any matter not provided for by the Act or these rules relating to any proceeding in court, the official receiver may apply to the court for directions.

247. *Transfer of property from official receiver to trustee.*—Where a debtor is adjudicated bankrupt, and a trustee is appointed, the official receiver shall forthwith put the trustee into possession of all property of the bankrupt which the official receiver may be possessed of; and it shall be the duty of the official receiver to communicate to the trustee all such information respecting the bankrupt and his estate and affairs as may be necessary or conducive to the due discharge of the duties of the trustee.

248. *No assets.*—Where a debtor against whom a receiving order has been made has no available assets, the official receiver shall not be required to incur any expense in relation to his estate without the express directions of the Board of Trade.

249. *Accounting by official receiver.*—(1.) Where a composition or scheme is sanctioned by the court the official receiver shall account to the debtor, or, as the case may be, to the trustee under the composition or scheme.

(2.) Where a debtor is adjudged bankrupt, and a trustee is appointed, the official receiver shall account to the trustee in the bankruptcy.

(3.) If the debtor, or, as the case may be, the trustee, is dissatisfied with the account or any part thereof, he may report the matter to the Board of Trade, who shall take such action (if any) thereon as they may deem expedient.

(4.) The provisions of Part IV. of these Rules as to trustees and their accounts shall not apply to the official receiver when acting as trustee, but he shall account in such manner as the Board of Trade may from time to time direct.

250. *To act for Board of Trade where no committee of inspection.*—Where there is no committee of inspection any functions of the committee of inspection which devolve on the Board of Trade may, subject to the directions of the Board, be exercised by the official receiver.

PAYMENTS INTO AND OUT OF BANK.

251. *Local bank.*—Where the trustee is authorized to have an account at a local bank, he shall forthwith pay all moneys received by him in to the credit of the estate. All payments out shall be made by cheque payable to order, and every cheque shall have marked or written on the face of it the name of the estate, and shall be signed by the trustee, and countersigned by such person as the creditors or the committee of inspection may appoint.

252. *Payment out of Bank of England.*—All payments out of the Bankruptcy Estates Account shall be made by cheques to order, signed by such officer of the Board of Trade as the Board may from time to time appoint.

SECURITY BY TRUSTEE OR SPECIAL MANAGER.

253. *Standing security to the Board of Trade.*—In the case of a trustee or special manager the following rules as to security shall be observed, namely:—

(1.) The security shall be given to such officers or persons and in such manner as the Board of Trade may from time to time direct.

(2.) It shall not be necessary that security shall be given in each separate matter, but security may be given either specially in a particular matter, or generally to be available for any matter in which the person giving security may be appointed, either as trustee or special manager.

(3.) The Board of Trade shall fix the amount and nature of such security, and may from time to time, as they think fit, either increase or diminish the amount of standing security which any such person is required to give.

REMUNERATION OF SPECIAL MANAGER, &c.

254. *Rate of payment.*—Where a special manager is appointed and his remuneration is not fixed by the creditors, he shall be paid according to such scale as may from time to time be fixed by the Board of Trade.

UNCLAIMED FUNDS, &c., UNDER SECT. 162.

255. *Mode of payment into Bank of England.*—Any person whose duty it is, pursuant to sect. 162 of the Act, to pay into the Bankruptcy Estates Account any unclaimed funds or dividends, shall first apply in such manner as the Board of Trade may direct to the Board of Trade for a paying in order. The paying in order shall be an authority to the Bank of England to receive the payment.

256. *Application for payment out by party entitled.*—An application, under sect. 162 of the Act, for payment out of the Bankruptcy Estates Account of any sum to which any person claims to be entitled, shall be made in any such form and manner as the Board of Trade may from time to time direct, and shall (unless the Board of Trade dispenses therewith) be supported by the affidavit of the claimant, and such further evidence as the Board may require.

PART V.—MISCELLANEOUS MATTERS.

257. *Board of Trade orders, &c.*—The Board of Trade may from time to time issue general orders or regulations, for the purpose of regulating any matters under the Act or these Rules, which are of an administrative, and

not of a judicial, character. Judicial notice shall be taken of any general orders or regulations which are printed by the Queen's printers, and purport to be issued under the authority of the Board of Trade.

258. *Falsification of documents.*—Any person who knowingly falsifies or fraudulently alters any document in or incidental to any proceeding under the Act or these Rules shall be deemed to be guilty of contempt of court, and shall be liable to be punished accordingly.

The penalty imposed by this Rule shall be in addition to, and not in substitution for, any other penalty, punishment, or proceeding to which such person may be liable.

259. *No lien on debtor's books.*—No person shall, as against the official receiver or trustee, be entitled to withhold possession of the books of accounts belonging to the debtor or to set up any lien thereon.

260. *Non-compliance with Rules.*—Non-compliance with any of these Rules, or with any rule of practice for the time being in force, shall not render any proceeding void, unless the court shall so direct, but such proceedings may be set aside, either wholly or in part, as irregular, or amended or otherwise dealt with in such manner and upon such terms as the court may think fit.

261. *Abridgment or enlargement of time.*—The court may, under special circumstances and for good cause shown, extend or abridge the time appointed by these Rules or fixed by any order of the court for doing any act or taking any proceeding.

262. *Repeal.*—The Bankruptcy Rules of 1870, 1871, 1873, and 1878 are hereby annulled, except so far as regards any proceedings under the Bankruptcy Act, 1869, which may be pending in any court at the date of the commencement of these rules.

263. *Saving for existing laws, &c.*—When no other provision is made by the Act or these Rules the present law, procedure, and practice in bankruptcy matters shall in so far as applicable remain in force. And save as provided by these Rules, or Rules amending them, the Rules of the Supreme Court shall not apply to any proceeding in bankruptcy.

264. *Pending proceedings.*—In any proceeding commenced under the Bankruptcy Act, 1869, or any previous Bankruptcy Act, a registrar shall, unless and until the judge otherwise orders, continue to have and exercise all powers and jurisdiction (not otherwise provided for by the Act or these Rules) which he had by delegation or otherwise at the commencement of these Rules.

Rules under Sect. 5 of the Debtors' Act, 1869, and Sect. 103 of the Act.

265. *Jurisdiction of High Court registrars.*—Unless and until the Lord Chancellor otherwise orders the jurisdiction and powers of the High Court under section 5 of the Debtors Act, 1869, shall be exercised by the bankruptcy registrars of the High Court.

266. *Fee on receiving order.*—(1.) When a receiving order is made under sect. 103 of the Act, the creditor shall pay the like fee and deposit as are prescribed in the case of a bankruptcy petition.

(2.) Where the court is of opinion that a receiving order ought to be made in lieu of committal, and the judgment creditor does not consent to pay the required fee and deposit, the court may dismiss the application or adjourn it on such terms, as to costs and otherwise, as may be just.

267. *Administration order in lieu of receiving order.*—Where an application to commit is made to the County Court, and it appears to the court that the total liabilities of the judgment debtor do not exceed fifty pounds, the court may, if it thinks that an order for committal ought not to be made, make an administration order under section 122 of the Act in lieu of making a receiving order.

268. *Power to transfer in certain cases.*—(1.) Where an application to commit is made to the judge of a court not having bankruptcy jurisdiction, and he is of opinion that a receiving order should be made in lieu of committal, he may order the matter to be transferred to the nearest or most convenient court having bankruptcy jurisdiction.

(2.) In such case the registrar of the court making the transfer shall transmit by post to the registrar of the court to which the matter is transferred the proceedings in the matter, together with a copy of the order of transfer.

269. *High Court judgments.*—No inferior court within the London Bankruptcy District shall exercise jurisdiction under sect. 5 of the Debtors Act, 1869, in respect of any judgment of the High Court.

270. *Procedure.*—The County Court Rules for the time being in force as to the committal of judgment debtors shall, with any necessary modifications, apply to all courts exercising jurisdiction under sect. 5 of the Debtors Act, 1869, provided that any reference therein to the Bankruptcy Act, 1869, shall be deemed to extend also to the corresponding provisions of the Bankruptcy Act, 1883.

GENERAL RULES AS TO ADMINISTRATION ORDERS UNDER SECTION 122 OF THE BANKRUPTCY ACT, 1883.

It is Ordered as Follows:—

1. A debtor desiring to obtain an administration order under section 122 of the Act shall file with the Registrar of the Court a request in writing according to the form in the Appendix hereto.

When the debtor is illiterate and unable to fill up such request the Registrar or his clerk shall fill up the same from the information given by such debtor.

2. When a debtor forthwith after a judgment has been obtained against him alleges that he is unable to pay the amount of the judgment forthwith and that his whole indebtedness amounts to a sum not exceeding £50, all proceedings upon such judgment shall be stayed for such time as the Court may direct to enable the debtor to file a request pursuant to the last preceding Rule. If the debtor does not file his request within the time directed, or such extended time as may be allowed by the Judge or Registrar, the plaintiff may upon giving two days' notice in writing to the debtor and to the Registrar of the Court apply to the Registrar for an order for payment, and thereupon the Registrar may make such order as if such allegation had not been made.

3. Upon a request being filed the Registrar shall, as soon as may be, send a notice according to the form in the Appendix hereto to all the creditors scheduled by the debtor of the day and hour when the debtor's application will be heard; such notice shall be sent by post ten clear days before the day appointed for hearing the application.

The Registrar shall also in like manner send notice to the debtor according to the form in the Appendix hereto.

4. Any creditor to whom the notice of the application has been sent, and who desires to object to any debt scheduled by the debtor, must send notice thereof to the Registrar of the Court and to the debtor and the creditor whose claim is objected to five clear days before the day fixed for the hearing of the application, and therein he shall state the grounds of his objection. Such notice may be sent by post. The court may, if it sees fit, proceed to hear the objection, although such notice has not been given.

5. Upon the application coming on for hearing the course of proceedings shall be as follows:—

(*a.*) The debtor shall attend in person unless the judge otherwise directs.

(*b.*) Any creditor whether he has received a notice of the application or not may attend the hearing thereof and prove his claim.

(*c.*) All claims set out in the Schedule shall be taken to be proved unless objected to by a creditor.

(*d.*) All creditors whose claims are objected to either by the debtor or any other creditor shall prove their claims in like manner as upon the hearing of an ordinary summons, provided that the judge may in his discretion direct the proof of any claim to be adjourned upon any terms that he may think fit, and may thereupon either adjourn the further consideration of the application or proceed to determine the same, in which latter case such claim, if and when proved, shall be added to the Schedule of creditors who have proved their debts.

No person shall be entitled to have any question in issue determined by a jury unless by order of the judge.

(*e.*) The debtor shall answer all questions put and allowed by the Court.

(*f.*) Any creditor who has proved, and by leave of the Court any creditor the proof of whose claim has been adjourned, and with the like leave any other person on their behalf, shall be entitled to be heard and to adduce evidence.

(*g.*) In determining whether the debtor shall pay his debts in full or to any less extent the Court shall take into consideration the circumstances under which the indebtedness was incurred, and particularly whether the same or any part thereof was incurred by means of fraud, and whether the debtor has been guilty of idleness, improvidence, gambling, or intemperance.

6. When an administration order is made a copy thereof shall be sent by post by the registrar to the debtor, but it shall not be necessary to prove the receipt thereof by the debtor before taking any proceedings upon such order.

Notice of the said order having been made shall be sent to each creditor; such notice shall be sent by post and shall be in accordance with the form in the Appendix hereto.

7. Any creditor entitled to object under sub-section 11 of section 122 of the Act must give notice in writing to the Registrar of his objection and of the grounds thereof, and the Registrar shall thereupon name a day when such objection may be heard. An application to allow such objection shall be heard by the Court *ex parte* in the first instance, and the Court may dismiss such application, or it may direct the same to be renewed upon notice being given to such persons and upon such terms as to security for costs and otherwise as the Court may think fit.

8. After an administration order has been made no creditor to whom notice of hearing of the application has been duly sent under rule 3 shall be entitled to object to any debt scheduled, or to the manner in which payment is directed to be made by the order, unless he proves to the satisfaction of the Court that such notice did not reach him and that he has not received reasonable notice of the proceedings in any other manner.

No creditor shall be entitled to make any such objection after the expiration of two calendar months from the date of the order.

9. Any creditor desirous to prove a debt under sub-sections 10 and 12 of section 122 of the Act shall send in his claim in writing to the Registrar, who shall thereupon send notice to the debtor of the same according to the form in the Appendix hereto.

10. If the debtor does not appear and dispute the claim within the period allowed by notice, the claim shall be deemed to be proved, and shall be added to the schedule accordingly, and notice thereof shall be sent to the creditor.

11. If the debtor objects to the claim, and gives notice thereof in accordance with the terms of the notice, the Registrar shall appoint a day for the hearing of such objection and give notice thereof to both parties.

12. The Court may, if it think fit, or the majority of the creditors present at the hearing of the application who may have proved desire it, appoint, subject to removal by the Court at any time, any person to have the conduct of the order.

It shall be the duty of any person so appointed to take all proper proceedings for enforcing the terms of the order, but in case of his neglect to proceed, or of urgency, any creditor may take them.

13. A judgment summons shall be issued without fee and be served personally five clear days before the return day thereof, and all proceedings thereon shall be taken in like manner as if it were a judgment summons issued in an action in the County Court, except that the debtor as provided by the statute must prove that he has not had the means to pay the sum in respect of which he has made default; and if thereupon the Court is satisfied that he has not had the means to pay the sum in respect of which he has made default, the Court may direct that the order of administration shall be deemed to have been suspended during the period covered by such default.

14. The Court may from time to time suspend the operation of any order, or vary the same so far as relates to the payment and the amount of the instalments ordered, but no order made for the payment of any composition shall be varied or set aside, unless the same has been obtained by fraudulent representation, or the amount of the total indebtedness is proved to exceed £50.

15. When an order of committal is made upon the hearing of any judgment summons, and the execution of such order is suspended for a specified time to enable the debtor to pay the amount in respect of the non-payment of which such order was made, the order of administration for payment shall be also suspended during such time.

16. In calculating the amount in arrear under an order of administration any instalments accruing due during the period for which such order has been suspended shall not be reckoned in such amount.

17. All persons scheduled as creditors under sub-section 12 of section 122 of the Act before the order of administration is superseded under sub-section 13 of the Act shall rank *pari passu inter se*, subject to the priority given by sub-section 12 to those creditors who are scheduled as having been creditors before the date of the order of administration, but no payment made to any such creditor by way of dividend or otherwise shall be disturbed by reason of any subsequent proof by any other creditor under sub-section 12.

18. The Registrar shall keep account of the moneys received and payments made under any administration order in such manner as may be from time to time directed by the Commissioners of Her Majesty's Treasury.

OBITUARY.

SIR RICHARD AMPHLETT.

The Right Hon. Sir Richard Paul Amphlett, formerly a judge of the Court of Appeal, died at his residence, 32, Wimpole-street, at the age of seventy-four. Sir R. Amphlett was the eldest son of the Rev. Richard Holmden Amphlett, Rector of Hadzor, Worcestershire, and was born in 1809. He was educated at Brewood Grammar School, and he was formerly fellow of St. Peter's College, Cambridge, where he graduated as sixth wrangler in 1831. He was a pupil in the chambers of Mr. Tyrrell, the well-known conveyancer, and afterwards of the late Lord Justice Turner, and he was called to the bar at Lincoln's-inn in Trinity Term, 1834, when he elected to practise at the Chancery Bar. He joined the Oxford Circuit, and for several years regularly attended the Worcestershire Sessions, where he had a good share of criminal business, but his professional progress in London was for a long time very slow. He, however, gradually obtained a reputation as a sound equity lawyer, and in 1858 he received a silk gown from Lord Chelmsford. He was for sixteen years one of the recognized leaders before Vice-Chancellor Wood, and afterwards before Vice-Chancellors Giffard, James, and Bacon, holding his ground even against such opponents as Sir Hugh Cairns and Sir John Rolt. In 1868 he was elected M.P. for East Worcestershire in the Conservative interest, and he was a frequent speaker in the House of Commons on legal topics. He was a bencher of Lincoln's-inn, an honorary fellow of St. Peter's College, Cambridge, and a magistrate and deputy-lieutenant for Worcestershire. He was also for some years deputy-chairman of quarter sessions for that county, and he took an active part in all county business. In 1872 he succeeded Lord Selborne as chairman of the Legal Education Association. In January, 1874, on the retirement of Sir Samuel Martin, Mr. Amphlett was selected by Lord Selborne as a baron of the Court of Exchequer, and he shortly afterwards received the honour of knighthood. The appointment was noteworthy both as having been conferred upon a political opponent having a seat in the House of Commons, and as the first instance, since the elevation of Sir Robert Rolfe (afterwards Lord Cranworth), of the nomination of an equity practitioner to a common law judgeship. Sir R. Amphlett was a courteous and popular judge, and his long experience of quarter sessions added much to his efficiency in the criminal courts. In September, 1876, on the passing of the Appellate Jurisdiction Act, he was transferred by Lord Cairns (together with Lord Bramwell and the present Master of the Rolls) to the Court of Appeal, and he was also sworn a member of the Privy Council. To the great regret of the profession, Lord Justice Amphlett was attacked with paralysis soon after the conclusion of the Spring Circuit of 1877, and, as he did not recover strength, he was compelled in the following October to resign his judgeship. Sir R. Amphlett was married in 1840 to the only daughter of Mr. Edward Ferrand, of St. Ives, Yorkshire, who died in 1879, and in 1880 to the eldest daughter of Mr. Charles Martin, of Belvedere, Hampshire. He leaves no family, and his Worcestershire estates pass to his nephew, Mr. Richard Holmden Amphlett, of the Oxford Circuit. Sir R. Amphlett was buried at Hadzor on the 13th inst.

SIR CHARLES HALL.

Sir Charles Hall, formerly a Vice-Chancellor, died at his residence, 8, Bayswater-hill, after a long illness, on the 12th inst., in his seventieth year. Sir C. Hall was the fourth son of Mr. John Hall, of Manchester, his mother having been the daughter of Mr. John Dobson, of Durham. He was born in 1814, and he was for some time in a solicitor's office at Manchester. He afterwards entered at the Middle Temple, and he was successively a pupil of Mr. William Taprell, the special pleader, of Mr. James Russell, of the Chancery Bar, and of Mr. Louis Duval, the well-known conveyancer. He was called to the bar in Michaelmas Term, 1838, and for several years acted as a "devil" for Mr. Duval, to much of whose business he afterwards succeeded, and he soon obtained a high reputation as a conveyancer, and afterwards as an equity draftsman. His practice was for many years very large, and his chambers were much resorted to by pupils, among whom we may mention Lord Justice Fry, Justices Lopes and North, and Sir John Karslake. He was often retained in important ejectment actions in the common law courts and House of Lords, and among the most important cases in which he was engaged we may mention the *Bridgewater* and *Shrewsbury Peerage cases*. Mr. Hall was in 1864 appointed one of the conveyancing counsel to the Court of Chancery, and he held that office as long as he remained at the bar. About the same time Lord Westbury offered him a silk gown, but he preferred to remain at the junior bar, where the promotion of Vice-Chancellor Wickens left him without a rival. He drew the Registration of Titles Act for Lord Westbury, and he also rendered valuable assistance to Lord Selborne in preparing the Judicature Act of 1873. In November, 1873, on the death of Sir John Wickens, he was appointed by Lord Selborne as a Vice-Chancellor, and he received the honour of knighthood. The appointment was warmly welcomed by the profession. In June, 1882, after less than nine years' judicial service, Vice-Chancellor Hall was attacked with paralysis, and he was soon afterwards compelled to retire from the bench, and never again recovered his strength. He was a bencher of the Middle Temple. He was married to the daughter of Mr. Francis Duval, of Exeter. He became a widower in 1879, and he leaves two sons and three daughters. His second son, Mr. Charles Hall, Q.C., of the South-Eastern Circuit, is now Attorney-General to the Prince of Wales. One of his daughters is married to Mr. Henry Casson, one of the conveyancing counsel to the Chancery Division.

MR. FREDERIC GREEN.

Mr. Frederic Green, M.A., barrister-at-law, died at his residence, 6, Brunswick-square, Exmouth, on the 9th inst. Mr. Green was born in 1845. He was educated at University College, London, and took the degree of M.A. at the University of London in 1867. He was called to the bar in 1869, and for some time practised in Lincoln's-inn as an equity draftsman and conveyancer. In 1877 he was compelled by delicacy of the lungs, produced by an attack of scarlet fever some years previously, to abandon his London practice. After a short interval spent in travel he took up his residence in Exmouth, intending to practise in Exeter and the neighbourhood. For some time he transacted a fair amount of business, but the precarious state of his health precluded regular attendance at his chambers in Exeter, and prevented him from availing himself of the opening which offered for practice in the local courts. He was able, however, to take a keen interest in local affairs, and, as a platform speaker, he achieved a marked success. When in London he was for some time on the staff of the WEEKLY REPORTER, and he was for some years an occasional contributor to this journal. Last winter the disease rapidly gained ground, and compelled Mr. Green to relinquish all active pursuits. The past summer was not warm enough to offer any effectual check to the mischief, and the first touch of winter cold proved fatal. Mr. Green leaves a widow, two sons, and a daughter. He was a man of great intellectual power, and his knowledge of many branches of real property law was singularly accurate and extensive. He will be sincerely regretted by many friends, to whom he was endeared by charms of character and manner, and who saw in him the promise of much more than, by reason of his failing health, he was able to perform.

MR. HENRY DAY.

Mr. Henry Day, solicitor, of Hemel Hempstead, died at Boulogne on the 4th inst., from aneurism, after only two days' illness. Mr. Day was admitted a solicitor in 1847, and he had practised for over thirty years at Hemel Hempstead, where he had a large county court, criminal, and general business. Mr. Day was a perpetual commissioner for Hertfordshire, and he had been for many years coroner for the Hemel Hempstead Division of the county. The announcement of Mr. Day's sudden death caused much regret at Hemel Hempstead. Only ten days previously he had been married for the second time.

MR. THOMAS HOLLOWAY SLANN.

Mr. Thomas Holloway Slann, solicitor (of the firm of Wilkinson & Slann), of Attleborough and Holt, died suddenly at Attleborough on the 4th inst. Mr. Slann was the third son of the late Mr. Richard Slann, of Hampton, Middlesex, who was for some time historical engraver to the Queen. He was born in 1824, and was admitted a solicitor in 1857. He had for many years carried on practice both at Attleborough and at Holt, being associated in partnership with Mr. George Wilkinson. Mr. Slann

had been for some time registrar of the Attleborough County Court (Circuit No. 32), and was a perpetual commissioner for the county of Norfolk. His firm have an extensive private practice in the district.

MR. THOMAS ARCHIBALD ROBERTS.

Mr. Thomas Archibald Roberts, barrister, died on the 29th ult. at 7, Gordon-place, Gordon-square, in his sixtieth year. Mr. Roberts was born in 1824. He was the eldest son of the late Captain Thomas Turner Roberts, J.P., of Llwynderw, Breconshire, by his marriage with Jane, daughter of the late Charles Cameron, Esq., M.D., of Worcester. He was called to the bar at the Middle Temple in Michaelmas Term, 1847, and he practised as an equity draftsman and conveyancer. He for some time attended the Worcestershire Sessions. Mr. Roberts had a high reputation as an equity draftsman, and his work on the "Principles of Equity" was well known in the profession. In 1859 he married Myra Elizabeth, fourth daughter of the late Captain Michael Tweedie, who survives him. He leaves three sons and five daughters. Mr. Roberts' death is lamented by a wide circle of professional friends.

MR. WILLIAM HOLT.

Mr. William Holt, solicitor and notary, died at his residence, Seafield, Great Yarmouth, on the 4th inst. Mr. Holt was born in 1828. He was admitted a solicitor in 1849, and he had for over thirty years carried on a large practice at Yarmouth. He was a notary public and a perpetual commissioner for the counties of Norfolk and Suffolk. Mr. Holt had also been for some time coroner for the borough of Great Yarmouth, and clerk to the borough magistrates. As a borough official, and as one of the leading members of the legal profession, he was held in very high respect in the town.

MR. COPLESTON LOPES RADCLIFFE.

Mr. Copleston Lopes Radcliffe, solicitor, of Plymouth, died on the 5th inst. Mr. Radcliffe was a first cousin of Sir Massey Lopes, M.P., and of Mr. Justice Lopes. He was born in 1818. He was admitted a solicitor in 1840, and he had practised for over forty years at Plymouth, and he had a large private practice in the town and district. He was steward of the Devonshire manors and estates of Sir Massey Lopes, and he also acted as solicitor for many other leading county families. He was a perpetual commissioner for Devonshire and Cornwall, and he filled some important appointments, being clerk to the magistrates for the Roborough Division, to the Commissioners of Taxes for the North Roborough Division, and to the Roborough Highway Board. Mr. Radcliffe was buried at Tamerton on the 10th inst., the funeral being attended by many of the local solicitors and several of the gentry of the district.

MR. GEORGE ANDREWS.

Mr. George Andrews, solicitor and notary (the head of the firm of Andrews, Barrett, & Andrews), died at his residence, 2, Lansdowne-villas, Weymouth, on the 3rd inst., after only two days' illness. Mr. Andrews was born in 1818. He was admitted a solicitor in 1840, and he had practised for over forty years at Weymouth, where he was at the time of his death the oldest member of the legal profession. He was in the earlier part of his professional career in partnership with the late Mr. John Henning, and at the time of his death he was associated with Mr. William Bowles Barrett and with his son, Mr. George Andrews, jun., who was admitted a solicitor in 1869. He was a notary public and a perpetual commissioner for Dorsetshire, and he held some important appointments. He had been treasurer for the borough of Weymouth since 1862, and he was registrar of the Weymouth County Court (Circuit No. 55), and clerk to the Weymouth Burial Board. Mr. Andrews was vice-president of the Dorchester and Dorsetshire Law Society. He leaves a large family.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

November, 1883.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

FIRST CLASS.

[In order of merit.]

Percival Clarke, who served his articles to Mr. Francis Ince, of the firm of Messrs. Ingledew & Ince, of London.

SECOND CLASS.

[In alphabetical order.]

Edgar Grant Appleton, who served his articles to Mr. William Godden, of London.

William Stuart Cameron, who served his articles to Mr. John Guscotte, of the firm of Messrs. Guscotte, Wadham, & Daw, of London.

George Edward Lund, who served his articles to Messrs. Hall, Son, & Lord, of Manchester.

Alexander Edward Morton, who served his articles to Mr. Thomas Argyle, of Tamworth.

THIRD CLASS.

[In alphabetical order.]

Robert Duckworth Barnish, who served his articles to Messrs. Robinson, & Sons, of Blackburn; and Messrs. Ridsdale & Son, of London.

Reginald Dawbarn Cripps, who served his articles to Mr. J. W. North, of Liverpool; and Messrs. Brookes & Chapman, of London.

Robert Nall Furniss, who served his articles to Mr. A. M. Bennett, of Chapel-en-le-Frith.

Geoffrey Grahame Hawkins, who served his articles to John Currey, of London.

Horatio Hawkins, who served his articles to Mr. Edward Robinson Walker, of Manchester.

Aubrey William Rake, who served his articles to Mr. Arthur Lucas, of the firm of Messrs. Hutchinson & Lucas, of Darlington; and Mr. Richard Taylor Jarvis, of London.

Walter Hope Reinhardt, who served his articles to Mr. William Otter Woodall, of the firm of Messrs. Woodall & Woodall, of Scarborough; and Messrs. Ullithorne, Currie, & Villiers, of London.

Thomas William Ryland, who served his articles to Mr. James Marigold, of the firm of Messrs. Beale, Marigold, Beale, & Groves, of Birmingham.

William John Tremellen, who served his articles to Messrs. Tremellen & Kirkman, of London.

John Woodhouse, who served his articles to Messrs. Hanhart & Gillman, of London.

The Council of the Incorporated Law Society have accordingly given class certificates, and awarded the following prizes of books:—

To Mr. Clarke, the Prize of the Honorable Society of Clement's-inn, value 10 guineas; and the Daniel Reardon Prize, value about 25 guineas.

The council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examination was fifty-two.

LAW STUDENTS' DEBATING SOCIETY.

Nov. 27.—An interesting discussion took place upon the subject, "That it is desirable to assimilate the qualifications for the borough and county electorate," which Mr. Stewart Smith opened in the affirmative. The debate was carried on with great spirit until a late hour of the evening, and during the course of it Messrs. Blagg, Napier, Rhys, Riddell, H. Mossop, Austin, Randolph, Tahourdin, Lithiby, Stanley, Gwynne-Griffith, Neale, and Pope spoke. The vote, which was taken after the opener's reply, resulted in a majority of three for the affirmative.

Dec. 4.—After the usual monthly business had been transacted Mr. W. Van Sommer opened the question, "A. and B. were in partnership as factors. A., on behalf of the firm, received a sum of money for C., and absconded with it. B. being unable to refund the money became bankrupt, and received his discharge. Is he liable to have judgment recovered against him in a subsequent action at the suit of C.?" in the affirmative. After the question had been discussed at some length, it was carried in the affirmative by the casting vote of the chairman. Additional interest was lent to the proceedings, inasmuch as Mr. Prichard, the defendant in the action of *Cooper* v. *Prichard* (L. R. 11 Q. B. D. 351), which was the foundation of the question appointed for the evening's discussion, attended, and related the history of the case. Forty members were present.

Dec. 11.—Previous to the evening's discussion taking place the secretary announced the pleasing intelligence that Mr. Percy Clarke, a member of the society, had been awarded the Clifford's-inn Prize at the last final examination, having been the only one placed, in the first division, in honours, and that Messrs. Appleton and Woodhouse, also members, had respectively gained second and third class honours at the same examination. Mr. Lithiby opened the question, "That this society disapproves of the Ilbert Bill," in the affirmative, and he had, as supporters, Messrs. Payne, Gwynne, Griffith, Elmslie, and Strickland. The negative side was taken by Messrs. Davies, Arnold, Austin, and Stewart Smith. The discussion extended over three hours, and was marked by the great knowledge of the subject displayed by the various speakers and considerable animation. After the opener had replied at length to the various arguments which had been advanced against him, the usual vote was taken, and resulted in favour of the affirmative by a majority of ten votes.

UNITED LAW STUDENTS' SOCIETY.

The usual weekly meeting of this society was held in the hall of Clement's-inn on Wednesday, December 5. There was a large attendance of members; Mr. Spence was in the chair. Mr. Kains-Jackson moved "That the Government does not deserve the confidence of the country." There spoke Mr. Keep, Mr. Goodall, Mr. Shirley, and Mr. Bull, and the discussion was adjourned until Wednesday, December 12, when it is expected that a division will be taken.

LIVERPOOL LAW STUDENTS' ASSOCIATION.

A dinner of the members of this association was held at the Adelphi

Hotel on the 3rd inst. The president, Mr. H. W. Collins, took the chair, and the vice-chair was occupied by Mr. F. J. Leslie. After the usual toasts, Mr. T. S. Mills proposed the toast of the bench and the bar, associating with it the name of Mr. J. B. Aspinall, Q.C., recorder of Liverpool. Mr. Aspinall, who was most warmly received, took occasion in the course of his reply to refer to the suggested fusion of both branches of the profession. While disapproving of absolute fusion, he was strongly in favour of the passage from one branch to the other being made as easy as possible. He saw no reason at all why the judges should not be selected from the solicitors as well as from the barristers, and he had no doubt their chairman of the evening would make as good a recorder as he could ever hope to be. Mr. Gully, Q.C., next proposed the toast of the evening, "Success to the Law Students' Association," and in so doing he remarked that he knew of no other body of students who were providing their own lectures, holding examinations, and in fact educating themselves in the way the law students of Liverpool were doing. While he could not go so far as Mr. Aspinall in his somewhat revolutionary ideas, he would be glad to see every intending barrister go through the training of a solicitor before he could be called to the bar. Mr. Bromfield, the secretary, responded, and in so doing thanked the senior members of the profession for the assistance they had always given to the association. Their progress as a society had been very rapid, and the association was stronger now in numbers, in funds, and in means of usefulness than ever. He attributed this not only to the excellence of its objects, but also to the kindly support and sympathy which it had always received from the parent society—the Law Society of Liverpool. After other toasts the proceedings concluded.

The sixth meeting of the session of this association was held at the Law Library on Monday evening, December 10, Mr. W. J. Sparrow, barrister-at-law, in the chair. A paper on "The Rules of the Supreme Court of Judicature, 1883," was read by Mr. H. H. Bremner, barrister-at-law, in which he pointed out, and commented upon, the many alterations and improvements which they effected in the procedure. After the paper a cordial vote of thanks to Mr. Bremner, for his most interesting and useful paper, was moved by Mr. Cameron, seconded by Mr. H. C. Reynolds, and carried by acclamation. There were fifty-three members present.

LEGAL APPOINTMENTS.

Mr. John Richard Stubbs, solicitor and notary, of Middlesborough, has been appointed Official Receiver in Bankruptcy for the Stockton-on-Tees and Middlesborough Districts. Mr. Stubbs was admitted a solicitor in 1860.

Mr. Alexander Falconer Murison, barrister, has been elected Professor of Roman Law at University College, London, in succession to Mr. Edmund Robertson, resigned. Mr. Murison is a graduate of the University of Aberdeen. He was called to the bar at the Middle Temple in June, 1881.

Mr. John Haigh, solicitor, of Huddersfield and Lindley, has been appointed Official Receiver in Bankruptcy for the Huddersfield District. Mr. Haigh was admitted a solicitor in 1847, and he is in partnership with his son, Mr. John Richard Haigh.

Mr. Argyle, of Tamworth, solicitor, has been appointed for the third time Chairman of the Tamworth School Board. Mr. Argyle is the head of the firm of Thomas Argyle & Sons.

Mr. John Worrell Carrington, Chief Justice of St. Lucia and Tobago, has been appointed to Administer the Government of the Island of Tobago. Chief Justice Carrington was called to the bar at Lincoln's-inn in Trinity Term, 1872.

Mr. Thomas England, solicitor (of the firm of Foster, England, & Foster), of Halifax, has been appointed Official Receiver in Bankruptcy for the Halifax District. Mr. England was admitted a solicitor in 1868.

Mr. Frederick Waller, Q.C., has been appointed a Deputy Lieutenant for Huntingdonshire. Mr. Waller was called to the bar at the Inner Temple in Easter Term, 1848. He became a Queen's Counsel in 1874, and he has since practised in the Rolls Court, and before Mr. Justice Chitty. He is also a magistrate for Huntingdonshire, and a bencher of the Inner Temple.

Mr. Hevery Wyndham West, Q.C., who has been elected M.P. for the Borough of Ipswich in the Liberal interest, is the son of Mr. Martin John West, barrister, formerly a commissioner in bankruptcy, by his marriage with Lady Maria Walpole, daughter of the second Earl of Orford, and was born in 1823. He was educated at Eton and at Christ Church, Oxford, and he was called to the bar at the Inner Temple in Easter Term, 1848. Mr. West is a member of the Northern Circuit. He was formerly junior counsel to the Admiralty, and he became a Queen's Counsel in 1868. He was for several years recorder of the borough of Scarborough, and he has been recorder of the city of Manchester since 1865. He was appointed attorney-general of the Duchy of Lancaster in 1861, and he is a bencher of the Inner Temple. Mr. West represented Ipswich from 1868 till 1874.

DISSOLUTION OF PARTNERSHIP.

Walter Jarvis and Richard Anthony Triscott, solicitors, 22, Chancery-lane (Walter Jarvis & Triscott). December 1. The said Richard Anthony Triscott will continue to carry on the business at the same address, and the said Walter Jarvis will practise at 2, Lancaster-place, Strand, W.C. [*Gazette*, December 11.]

THE RIGHT OF JUNIOR COUNSEL TO TAKE POINTS WHICH THE LEADER HAS NOT TAKEN.

The *Canada Law Journal* says:—In *International Bridge Company* v. *Canada Southern Railway Company* (7 O. A. R. 226), it was laid down that "junior counsel are not at liberty to take positions in arguments which conflict with the positions taken by their leaders."

The case under consideration involved the right of a plaintiff corporation to collect tolls for the use of a bridge under a certain Act. The senior counsel for the defendants, in opening the defence, conceded the right to collect tolls as incidental to the powers of the corporation, but contended that the tolls must be reasonable. The junior counsel being of opinion that the power was not incidental, and having obtained the leave of his leader to argue the point, contended that there was not even a limited power of collecting tolls, as the power was not expressly given, and that therefore the plaintiff corporation was not entitled to collect any tolls under the Act in question.

The learned Chief Justice of Ontario, while denying the right of junior counsel to argue the point, permitted him to proceed, owing to the importance of the case; but, in delivering the judgment of the court, expressed his disapproval of the course taken, and held that it was not open to junior counsel to take such a course.

The case was carried to the Privy Council, and in the course of his argument there, Mr. Horace Davey, Q.C., called in question the practice as thus laid down. It was unnecessary to argue the point, as it did not affect any of the issues involved in the case; but from the remarks made by Mr. Davey, and the response of the Lord Chancellor, it appears that no such rule as that referred to by the Chief Justice of Ontario is recognized in England. It also appears from the stenographic report that no mention was made in the Privy Council of the fact that junior counsel had been permitted by his leader to take the course under review, so that the conclusion to be gathered from the remarks of Mr. Davey and the Lord Chancellor does not appear to depend on whether counsel had or had not previously arranged between themselves as to the mode of conducting the argument. In their view apparently the court cannot refuse to listen to junior counsel simply because he differs from his leader on a point in the case. We have been favoured with the stenographer's notes of what took place on this point. They are as follows:—

Mr. Horace Davey.—. . . . . In the suit in which the railway company are plaintiffs, and the bridge company defendants, the same points are raised as in this suit, and the two were argued together. Mr. Crooks conceded—the leading counsel for the present appellants—"That it was incident to the corporate powers of the bridge company to require payment of tolls from railway companies for the use of their bridge, and to fix the amount of the tolls to be paid for such user. This, indeed, was denied by his junior counsel, Mr. Cattanach"—then there are some observations on Mr. Cattanach which are hardly well founded.

The Lord Chancellor.—It would require some argument before I accede to the proposition that junior counsel are not at liberty to take points which their leader had not taken.

Mr. Davey.—I have known junior counsel in this country, I think, who have taken that course.

It is difficult to understand why junior counsel should be fettered and held strictly to the line taken by his leader by the court. The case can easily be imagined of there being an irreconcilable difference of opinion between counsel engaged in a case as to the best mode of conducting it, and of there being an evenly balanced question of law upon which the members of the court itself might differ. Why in such a case should the court interfere to prevent the case from being argued in more than one way? Must one of the counsel withdraw simply because the court will only hear a partial statement of their views? Surely the parties most interested in success can be trusted to look after their own interests; and, as the object of the court is to get at the rights of the case, what objection can there be to hear all that can be said about the case?

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

Notice. — Christmas Vacation, 1883—4.

The chambers of the Vice-Chancellor Bacon will be open, *for vacation business only*, on Thursday and Friday, the 27th and 28th inst., and on Tuesday, Wednesday, Thursday, and Friday, the 1st, 2nd, 3rd, and 4th days of January, 1884, from 11 till 1 o'clock on each day.

Royal Courts of Justice, December, 1883.

LEGAL NEWS.

On Friday week, when Sir James Hannen took his seat, one of the special jury said that, on his own behalf as well as that of brother jurors, he had to bring under his lordship's notice the danger to life and limb which they had undergone in reaching their places. They had been obliged to grope their way through a dark passage, and they respectfully submitted to his lordship that they ought not to be subjected to the risk of passing in the dark through an intricate corridor. A special juryman in waiting rose in the body of the court and said that on a former occasion he had seen gas in the passage referred to, but that morning it was not lighted. Sir James Hannen thanked the jurymen for having publicly called attention to this matter. Morning after morning he had to make his way along a badly lighted and dangerous passage, but he was powerless in the matter. Subsequently two or three of the jurymen apologized to his lordship for putting on velvet caps, stating that the draughts of cold air which from time to time blew on their heads with plunging violence were more than they could bear uncovered. While this apology was being tendered and received, the entrance and exit passages of the court were so blocked by idlers that it was with very great difficulty counsel in the case at trial could get either in or out. Mr. Inderwick informed his lordship that it was with no little exertion he had forced his way in, and the solicitor for the petitioner in the suit at hearing said that it had become all but impossible to get the witnesses in when they were required for examination. Sir James Hannen repeated his satisfaction that open complaints were being made about this state of things. When the judges sat in the buildings off Westminster Hall police were at their disposal to assist in keeping order at the doors of and within the courts, but no police were allowed within this building for that purpose. Formerly he ruled over his court. Now the judges were powerless in respect of the arrangements in their courts. A juror:—"My lord, we thought the judges ruled in all these matters." Sir James Hannen:—"Ah, gentlemen, times have very much altered. There ought to be persons here to keep the avenues of the court clear and prevent crowds from blocking them up until the atmosphere of the court becomes insufferable. There were a certain number of such persons here, but I am informed that they have been directed not to attend any more. I should be very glad to be assisted by counsel and jurymen to find a remedy. I do not know who is answerable for what we suffer. All I can do is adjourn the court, and this I shall have to do if the evil goes on increasing."

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH AND FOREIGN COMESTIBLES COMPANY, LIMITED.—Petition for winding up, presented Dec 6, directed to be heard before Pearson, J., on Dec 15. Davidson and Morriss, Queen Victoria st, solicitors for the petitioners

CORONA BREWERY, LIMITED.—The Vacation Judge has by an order, dated Oct 19, appointed Horace Woodburn Kirby, Coleman st, to be official liquidator. Creditors are required, on or before Jan 12, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, Jan 25, at 2, is appointed for hearing and adjudicating upon the debts and claims

EAST CRAVEN MOOR LEAD COMPANY, LIMITED.—Petition for winding up, presented Dec 6, directed to be heard before Pearson, J., on Dec 15. Learoyd and Co, Albion chbrs, Moorgate, solicitors for the petitioners

GREAT BERLIN STEAM BOAT COMPANY, LIMITED.—Petition for winding up, presented Dec 1, directed to be heard before Bacon, V.C., on Saturday, Dec 15. Gardner, Leadenhall st, solicitor for the petitioner

GRIMSBY PHŒNIX BUILDING COMPANY, LIMITED.—Chitty, J., has fixed Monday, Dec 17, at 12, at his chambers, for the appointment of an official liquidator

LAMBERT, GRAY, AND COMPANY, LIMITED.—The Vacation Judge has by an order, dated Oct 9, appointed Francis Cooper, 14, George st, Mansion House, to be official liquidator in the place of James Waddell

LONDON MANUFACTURING COMPANY, LIMITED.—Kay, J., has by an order, dated Nov 17, appointed Joseph Wellington Burrows, 47, Lime st, to be official liquidator

MIDLAND PATENT BRICK AND COAL COMPANY, LIMITED.—Petition for winding up, presented Dec 5, directed to be heard before Kay, J., on Friday, Dec 21. Bolton and Co, Lincoln's inn fields, solicitors for the petitioner

WEST CRAVEN MOOR LEAD COMPANY, LIMITED.—Petition for winding up, presented Dec 6, directed to be heard before Pearson, J., on Dec 15. Learoyd and Co, Albion chbrs, Moorgate, solicitors for the petitioner

[*Gazette*, Dec. 7.]

BLAEN CAELAN UNITED LEAD MINES COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Dec 1, it was ordered that the company be wound up. Burdett-Cunningham and Anwyl, St Stephen's chbrs, Westminster, solicitors for the petitioner

BRANKSEA ISLAND COMPANY, LIMITED.—Creditors are required, on or before Jan 11, to send their names and addresses, and the particulars of their debts or claims, to Frederick Henry Cridland, Poole. Friday, Jan 18, at 2, is appointed for hearing and adjudicating upon the debts and claims

CAXTON CLUB, LIMITED.—Petition for winding up, presented Dec 10, directed to be heard before Chitty, J., on Jan 12. Curtis, Chancery lane, agent for Quelch, Liverpool, solicitor for the petitioner

DORSET FIRE BRICK AND BLUE CLAY COMPANY, LIMITED.—By an order made by Bacon, V.C. dated Dec 1, it was ordered that the company be wound up. Campbell and Co, Warwick st, Regent st, solicitors for the petitioner

KNUTSFORD ESTATES COMPANY, LIMITED.—By an order made by Chitty, J., dated Nov 5, it was ordered that the company be wound up. Clarke and Co, Lincoln's inn fields, solicitors for the petitioners

KNUTSFORD ESTATES COMPANY, LIMITED.—Chitty, J., has fixed Wednesday, Dec 19, at 12, at his chambers, for the appointment of an official liquidator

SEVERN VALLEY COLLIERY COMPANY, LIMITED.—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to William Parker, Derby. Tuesday, Jan 15 at 12, is appointed for hearing and adjudicating upon the debts and claims

VULCAN IRON WORKS COMPANY, HULL, LIMITED.—By an order made by Pearson, J., dated Dec 1, it was ordered that the voluntary winding up of the company be continued. Steavenson and Couldwell, Gracechurch st, agents for Welburn, Scarborough, solicitor for the petitioners

WATCOMBE TERRA COTTA CLAY COMPANY, LIMITED.—By an order made by V.C. Bacon, dated Dec 1, it was ordered that the company be wound up. Clarke and Co, Lincoln's inn fields, agents for Kitson and Co, solicitors for the petitioners

ZOEDONE COMPANY, LIMITED.—By an order made by V.C. Bacon, dated Dec 1, it was ordered that the voluntary winding up of the company be continued. Heritage and Co, Clement's lane, solicitors for the petitioners

[*Gazette*, Dec. 11.]

UNLIMITED IN CHANCERY.

BRITANNIA PERMANENT BENEFIT BUILDING SOCIETY.—Bacon, V.C., has fixed Thursday, Dec 20, at his chambers, for the appointment of an official liquidator

FILEY HARBOUR COMPANY.—By an order made by Kay, J, dated Nov 30, it was ordered that the company be wound up. Sykes, Old Broad st, solicitor for the petitioner

[*Gazette*, Dec. 11.]

FRIENDLY SOCIETIES DISSOLVED.

BRENTFORD INDUSTRIAL AND PROVIDENT CO-OPERATIVE SOCIETY, LIMITED, Old Brentford. Nov 27

FRIENDLY SOCIETY, Red Lion Inn, Ipstones, Stafford. Nov 27

GOOD DESIGN TRADESMEN, ARTISANS, AND FIREMEN'S BENEFIT SOCIETY, Royal Oak Inn, Merthyr Tydfil, Glamorgan. Nov 29

[*Gazette*, Dec. 7.]

UNITY AND PEACE LODGE OF ODD FELLOWS, Railway Tavern, Shifnal, Salop. Dec 7

[*Gazette*, Dec. 11.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BANKS, JOHN, jun, Howden, York, Gent. Dec 20. Stables v Banks, Chitty, J. Green, Howden

CATTANEO, SERAPHIN AUSTIN, Stockton on Tees, Jeweller. Dec 17. Wilmot v Eastham, Registrar, Birmingham. Bainsbridge and Barnsley, Middlesborough

HUDSON, HENRY, Wormshill, Kent. Dec 19. Eason v Hudson, Kay, J. Gibson, Sittingbourne

MONK, Rev WILLIAM, Wymington Rectory, Bedford. Dec 18. Wayman v Monk, Kay, J. Cole and Jackson, Essex st, Strand

[*Gazette*, Nov. 20.

FUTCHER, ROBERT, Fisherton Anger, Wilts, Gent. Dec 31. Futcher v Futcher, Bacon, V.C. Wilson, Salisbury

HARTLOOPER, AARON MYER, Castle st, Houndsditch. Dec 10. Hartlooper v Hartlooper, Bacon, V.C. Hart, Gt Winchester st

JAMES, CHARLES, Walsall, Innkeeper. Dec 17. Garbett v James, Bacon, V.C. Duignan, Walsall

NEILSON, GUILLERMO, Havana, Cuba, Merchant. Mar 1. Neilson v Wilson, Kay, J. Burnie, Adelaide bldgs, London Bridge

TURNER, WILLIAM, Bristol, Tailor. Dec 14. Turner v Turner, Bacon, V.C. Mead, King's Bench walk, Temple

WILLARD, STEPHEN HOWLAND, St Leonards on Sea, Ironmonger. Dec 21. Willard v Willard, Pearson, J. Cheesman, Hastings

[*Gazette*, Nov. 23.]

CHIFFERIEL, FREDERICK, Worcester pk, Surrey, Law Stationer. Dec 31. Chifferiel v Watson, Pearson, J. Beaumont, Lincoln's inn fields

WADE, JOSEPH, Barking, Essex, Beer Retailer. Dec 31. Wade v Wade, Pearson, J. Fitch, Bishopsgate Without

[*Gazette*, Nov. 27.]

COSGROVE, JOHN, Edgbaston, Warwick. Dec 29. Sydenham v Cosgrove, Chitty, J. Horton, Birmingham

SANDLE, WILLIAM, Braintree, Essex, Esq. Dec 31. Sandle v Sandle, Pearson, J. Dibdin, Red Lion sq

[*Gazette*, Nov. 30.]

BROWN, HENRY GEORGE, Shooter's Hill rd, Blackheath, Gent. Jan 8. Brown v Brown, Pearson, J. Eagleton, Chancery lane

HUBBACK, JOSEPH, Hoscote, West Kirby, Chester, Gent. Jan 7. International Marine Hydropathic Company, Limited, v Hawes, Bacon, V.C. Blaker, Cannon st

PENSAM, JOHN, Painswick, Gladstone, Victoria, Farmer. May 31. Dyer v Pensam, Chitty, J. Blyth, Gresham House, Old Broad st
POPE, MICHAL, Chatsworth rd, Croydon, Clerk in the India Office. Jan 4. Buckland v Pope, Bacon, V.C. Stephens, Essex st, Strand

[*Gazette*, Dec. 7.]

READSHAW, AARON, Jeffrey's Rake, nr Hunstonworth, Durham, Farmer. Jan 12. Readshaw v Readshaw, Registrar, Durham. Thompson, Stanhope

[*Gazette*, Dec. 11.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

ADAMSON, RICHARD, Liverpool, Saddler. Dec 12. Lynch and Teebay, Liverpool
ADDISON, GEORGE AUGUSTUS, Lancaster rd, Kensington, Gent. Jan 1. Keays, Charles st, St James's
ALLSOP, THOMAS, Osmaston, near Ashbourne, Derby, Farmer. Jan 1. Leech and Co, Derby
ASHTON, RICHARD EDWARD, Fallowfield, near Manchester, Boiler Insurance Agent. Dec 31. Barrow and Smith, Manchester
BAMBER, JOHN, Mildmay rd, Stoke Newington, Gent. Dec 20. Eastwood, Great Saint Helen's
BERESFORD, Right Hon WILLIAM, Eccleston sq. Dec 24. Wordsworth and Co, South Sea House, Threadneedle st
BOWERBANK, EDWARD WALTON, Sun st, Bishopsgate st, Distiller. Jan 7. Chapple and Co, Carter lane
BRANDRETH, SARAH, Bakewell, Derby. March 1. Taylor, Bakewell
BROWN, EDWIN, Leamington, Warwick, Wine Merchant. Jan 1. Wright and Hassall, Leamington
BRUCE, ANASTASIA, Winchester. Dec 10. Bowker and Son, Winchester
CHANDLER, ROBERT, Charlton, Farmer. Dec 31. Paine and Brettell, Chertsey
COLEMAN, ELIZA ANN, St Stephen's rd, Westbourne park. Jan 16. Hallett and Woosnam, Craven st, Charing cross
COLLISON, JOHN BOWMER, Baden, Germany, Esq. Jan 1. Grece, Redhill
COMPTON, GEORGINA ANNIE STEPHENS, Upper Gloucester place, Dorset sq. Jan 18. Parker and Ponsford, Finsbury pavement
CURTIS, JAMES, Eglantine rd, Wandsworth, Commercial Clerk. Jan 10. Richards, Warwick st, Regent st
DAWSON, WILLIAM, Kirkby Ireleth, Lancaster, Gent. Dec 27. Butler, Broughton in Furness
EVANS, WILLIAM, New Mills, Derby, Letter-press Printer. Jan 10. Price and Co, Manchester
FERGUSSON, ROBERT COLQUHOUN, Cornwall gdns, South Kensington, Esq. Jan 31. Lyne and Holman, Great Winchester st
GOMPERTS, MICHAEL MOSES, Hatton garden, Diamond Merchant. Dec 31. Plater, Southampton bldgs, Chancery lane
HACKER, WILLIAM, Hindon, Wilts, Innkeeper. Dec 20. Mayo and Marsh, Yeovil
LAMBE, MARY ANNE, Bristol. Jan 15. Stone and Co, Bath
LAMBERT, JOSEPH, Fenstanton, Huntingdon, Farmer. Dec 29. Ginn and Matthew, Cambridge
LEVY, HENRY, North ter, Peckham, Gent. Jan 31. Woodroffe, Great Dover st, Southwark
MORTIMER, EDMUND, Exeter, Major in H.M.'s Army. Dec 14. Potherick and Son, Exeter
RODGERS, JOSEPH, Richmond, Surrey. Dec 31. Creswick, Sheffield
SAXBY, CHARLES, Birkdale, Lancaster, Esq. Dec 31. Johnson and Johnson, Stockport
SNIDSON, ELIZABETH, Ashford, Derby. March 1. Taylor, Bakewell
TREMAIN, LOUISA, Wakefield rd, Page green, South Tottenham. Dec 31. Ratcliff, Bishopsgate st within
WALFORD, HENRY EDWARD, Hawkhurst, Sussex, Gent. Dec 25. Emanuel and Simmonds, Finsbury circus
WALKER, EBENEZER, Wakefield, York, Surveyor. Jan 1. Mander, Wakefield
WATTERS, DAVID, Swansea, Glamorgan, Gardener. Dec 22. Saunders, Ffynone terrace, Swansea
WEBSTER, WILLIAM MAULE, Southampton st, Bloomsbury square. Gent. Dec 31. Webster and Hague, Southampton st, Bloomsbury square
WELLS, EDWIN HENRY, Gt Shurdington, Gloucester, Farmer. Dec 20. Smith, Cheltenham
WHINCUP, WILLIAM, Essex rd, Islington, Pharmaceutical Chemist. Dec 31. Whincup, Cheapside
WHITEHURST, SOPHIA JEFFERIES, Stapenhill, Derby. Jan 10. Small, Burton on Trent
WILIS, FRANCES, Birmingham. Jan 1. Holden, Birmingham
WRIGHT, WILLIAM, Devonshire st, Portland place, Esq. Jan 18. Minet and Co, King William st
WYLDE, AGNES, Millom, Cumberland. Dec 27. Butler, Broughton in Furness

[*Gazette*, Nov. 30.]

BARNETT, ELIZA, Hove, Sussex. Jan 7. Clarke and Howlett, Brighton
BAYLIS, OLIVIA, Brussels rd, St John's hill, New Wandsworth. Jan 14. Cunliffe and Co, Chancery lane
CAMPOFLORIDO, FRANCISCO, Malaga, Spain, Gent. Dec 16. Selim, Mincing lane
CHETWYND, GEORGE, C.B., Greenwich, Kent. Dec 31. Huxham, Bedford row
CLAYTON, SAMUEL, Barton upon Irwell, Lancaster, Salesman. Jan 17. Chapman and Co, Manchester
COOPER, WILLIAM, Gate Fulford, York, Wine Merchant. Jan 22. Wood, York
CRAPPS, RICHARD, Nottingham, Gent. Feb 1. Wells and Hind, Nottingham
DAVIS, ANN, Kidderminster, Worcester. Dec 31. Crowther and Prior, Kidderminster
EVERLEY, EMMA, Melksham, Wilts. Feb 8. Deane and Co, South sq, Gray's inn
FURNSTONE, JOHN AMBROSE, Ellesmere, Salop, Draper. Dec 15. Salter and Giles, Ellesmere
GRAHAM, JOHN, Hadleigh, Suffolk, Ironmonger. Feb 1. Grimwade, Hadleigh
HILL, Rev. RICHARD, Timsbury, Somerset. Dec 31. Rees-Mogg and Davy, Bristol
JENKINS, WILLIAM, Machynlleth, Montgomery, Grocer. Jan 5. Rowlands, Machynlleth
JUSTICE, GEORGE STRACEY CLIVE, Bath, Esq. Dec 29. Inman and Adam, Bath
LEVY, RACHEL, Globe rd, Mile End. Dec 14. Vant, Leadenhall st
MEYER, LUDWIG, Newcastle upon Tyne, Cattle Salesman. Jan 1. Joel and Co, Newcastle upon Tyne
PEEL, WILLIAM, Llandillo, Carmarthen, Esq. Jan 15. Markby and Co, New sq, Lincoln's inn
RICHARDS, JOSEPH READ, New Cross rd, New Cross. Dec 21. Holder, Cheapside
ROBINSON, HENRY, Kingston upon Hull, Fellmonger. Jan 1. Leak and Co, Hull
ROBINSON, WILLIAM, Kingston upon Hull, Fellmonger. Jan 1. Leak and Co, Hull
ROSE, ANNE, New Malton, York. Jan 1. Torr and Co, Bedford row
SHARP, BENJAMIN, Pembridge villas, Bayswater, Esq. Jan 14. Indermaur and Clark, Devonshire ter, Portland sq
SOLOMON, ASHER, Upper Woburn pl, Tavistock sq, Feather Manufacturer. Feb 1. Hyam, Poultry
SUTTON, THOMAS HENRY, Eccles, Lancashire, Solicitor's Clerk. Jan 8. Sutton, Manchester

[*Gazette*, Dec. 4.]

ADCOCK, SARAH, Broadclyst, Devon. Feb 1. Fryer, Exeter
AUSTEN, JANE, St Leonards on Sea, Sussex. Jan 31. Holcroft and Machell, Sevenoaks
AVEYARD, SARAH, Gorton, Lancaster. Jan 4. Hampson, Ashton under Lyne
BARROW, DOROTHY, Spondon, Derby. Feb 6. Sale and Mills, Derby
BELL, SARAH DOROTHEA, Barnet, Hertford. Jan 1. Bell, Carlton hall, Aldbro nr Darlington
BROOKES, PHILIP, Derby, Gent. Feb 6. Sale and Mills, Derby
BROWN, SARAH, Aldershot, Southampton. Feb 1. Foster, Aldershot
COLLINS, ELIZA, Birmingham. Jan 19. Matthews and Co, Birmingham
CORFIELD, GEORGE, Maitland pk rd, Haverstock hill. Mar 12. Pearce, Abchurch chbrs, Abchurch yard, Cannon st
FISHER, JAMES, Lowestoft, Suffolk, Gent. Jan 7. Nicholson, Lowestoft
GALLAGHAR, ANNIE, Manchester, News Agant. Jan 1. Marlow and Dixon, Manchester
GALT, HENRY GEORGE EDWARD, Streatham, Surrey, Engineer. Jan 3. Hopgood and Co, Whitehall pl
GARDINER, ANNA MARY AMICIE, Bath. Jan 30. Young and Co, St Mildred's ct, Poultry
GREIG, ROBERT REID, Verulam bldgs, Gray's inn, Solicitor. Jan 8. Greig and Co, Verulam bldgs, Gray's inn
HODGSON, JOSEPH, Ingleton, York, Blacksmith. Dec 31. Thompson, Bentham
HUME, EDWARD RAYNER, Lower Tulse Hill, Commission Agent. Feb 4. Joel and Co, Newcastle on Tyne
JENNINGS, EUNICE CLARA, Gt Malvern, Worcester. Jan 17. Brittan and Co, Bristol
JOHNSON, CECILY, Upper Brook st, Grosvenor sq. Jan 3. Hopper, Newcastle upon Tyne
LAYE, HENRY THOMAS, Scarborough, Commander R.N. Mar 31. Turnbull and Co, Scarborough
LOGIE, JAMES CHARLES, Morpeth, Northumberland, Physician. Dec 31. Nicholson, Morpeth
OGDEN, HENRY, Southport, Cabinet Maker. Jan 5. Jackson, Chorley
RAM, Rev ABEL JOHN, Rolleston Rectory, Burton on Trent. Jan 11. Gedge and Co, Old Palace yd, Westminster
RICHES, CHARLES, Gt Clacton, Essex, Builder. Dec 31. Pope and Co, Colchester
RUGG, RICHARD, Brighton. Jan 3. Fitzhugh and Co, Brighton
SANDERS, HAREDITT, New Cross. Jan 1. Marchant and Co, George yd, Lombard st
WICKENDEN, Rev JOSEPH FREDERIC, Stoke Bishop, Gloucester. Jan 31. Harley and Harley, Bristol
WILLIAMS, MARTHA, Tenby, Pembroke. Dec 31. Eaton and Co, Haverfordwest

[*Gazette*, Dec. 7].

ASHTON, SARAH, Manchester, Coach Builder. Jan 19. Sutton and Elliott, Manchester
BATTERSBY, Rev. THOMAS DUNDAS HARFORD, Keswick, Cumberland, Clerk in Holy Orders. Jan 12. Cooke, Sons, and Co., Bristol
BEDFORD, ELEANOR, Croydon, Surrey. Jan 11. Nicholls and Grant, Basinghall st
BENN, JOHN, Ovenden, nr Halifax, Hoist Minder. Jan 15. Obediah Ben, Club lane, Ovenden
CARTER, PETER, Sydney, New South Wales, Master Mariner. Feb 5. Slade, New ct, Carey st
CLARKSON, MARY ANNE, Seacombe, Chester. Jan 25. Weld, Liverpool
COE, WILLIAM, St. Matthew, Bethnal green, Gentleman. Jan 7. Rogers, Leadenhall st
COLLINS, GEORGE, Finchley, Grocer. Jan 7. Howard and Shelton, Threadneedle st, E.C.
COLLINS, LOUISA, Freiern park, Finchley. Jan 7. Howard and Shelton, Threadneedle st, E.C.
COOPER, THOMAS WHEELER, Epping, Essex, Saddler. Jan 31. Beck, East India avenue, Leadenhall st
COURT, DUDLEY, Dinan, France, retired Lieutenant Royal Navy. Jan 31. Briggs and Co., Lincoln's inn fields
DITCHFIELD, FRANCIS, Dukinfield, Chester, Innkeeper. Jan 24. Clayton and Wilson, Ashton under Lyne
FITZCLARENCE, LADY ADELAIDE GEORGIANA, Brighton, Sussex. Jan 15. Farrer and Co., Lincoln's inn fields
HAWES, HENRY, Haverstock hill, Ironmonger. Jan 31. Beck, East India avenue, Leadenhall st
HOLROYD, JOHN, Leeds, Cloth Finisher. Feb 1. Turner and Hewson, Leeds
HUDSON, CHARLES, Ramsgate, Gent. March 1. Sankeys and Co, Canterbury
JOHNSON, WILLIAM, Nedging, Suffolk, Farmer. Jan 1. Grimwade, Hadleigh
KELLEY, FAIRFAX, Birstal, York, Carpet Manufacturer. Jan 10. Ibberson, Heckmondwike
KNEATH, HENRY, Swansea, Gent. Jan 14. Jenkins and Co, Swansea
LAING, DAVID, Oakley sq, St Pancras, House Decorator. Jan 31. Roberts, South sq, Gray's inn
LEIGH, Rev. FRANCIS, Ashenhurst, Forest hill. Dec 31. Franklin and Humphreys, Halifax
LEWIN, SAMUEL HERBERT, Bournemouth, Solicitor. Jan 25. Lewin and Co, King st, Parliament st
LOVEGROVE, JOSEPH, Park st, Grosvenor sq, F.S.S. Jan 5. Bryan, Gloucester
MEDGETT, THOMAS, Leytonstone, Gent. Jan 21. Antill, Gresham bldgs, Guildhall
NICHOLS, ANNE GUEST, Newton-le-Willows, Confectioner. Jan 18. Darlington and Sons, Wigan
PARKER, JOHN, Lidgate, Suffolk, Licensed Victualler. Jan 15. Fenn and Co, Newmarket
PYER, CAROLINE, Walton on the Hill, nr Liverpool. Jan 8. Wright and Co, Liverpool
RELFE, THOMAS, Bexley Heath, Market Gardener. Jan 3. Russell and Co, Old Jewry chbrs
ROSS, WILLIAM, North Stoneham, Southampton, Land Agent. Jan 26. Blatch, Portland ter, Southampton
SACH, ADOLPHINA FREDERICA ANNE, Windlesham, Surrey. Jan 10. Holmes, Clement's lane, Lombard st
SERJENT, JAMES ALFORD, Amberley rd, Harowd rd, Accountant. Jan 10. Vaizey, Lincoln's inn fields
STEPHENSON, MATTHEW, Harrogate, York, Gent. Jan 5. Richardson and Byron, Harrogate
STEPHENSON, THOMAS, Harrogate, York, Gent. Jan 5. Richardson and Byron, Harrogate
WATERWORTH, GEORGE, Brixton rd, Esq. Jan 23. Lindsay and Co, Basinghall st
WILLOBY, CAROLINE LOUISA, Brighton, Sussex. Jan 22. Wansey and Bowen, Moorgate st
WILSON, MARY, Blackburn, Lancaster. Jan 10. Whalley, Blackburn

[*Gazette*, Dec. 11.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, Dec. 17	Mr. Carrington	Mr. Farrer	Mr. Cobby
Tuesday 18	Lavie	Teesdale	Jackson
Wednesday 19	Carrington	Farrer	Cobby
Thursday 20	Lavie	Teesdale	Jackson
Friday 21	Carrington	Farrer	Cobby
Saturday 22	Lavie	Teesdale	Jackson

	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Dec. 17	Mr. King	Mr. Pemberton	Mr. Koe
Tuesday 18	Merivale	Ward	Clowes
Wednesday 19	King	Pemberton	Koe
Thursday 20	Merivale	Ward	Clowes
Friday 21	King	Pemberton	Koe
Saturday 22	Merivale	Ward	Clowes

The Christmas Vacation will commence on Monday, the 24th day of December, and terminate on Saturday, the 5th day of January, 1884, both days inclusive.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Dec. 7, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Hyde, John Francis, Hayter rd, Brixton rise. Pet Dec 6. Brougham. Dec 18 at 11.30

Jacobson, Annie, Oxford st, Dealer in Works of Art. Pet Dec 5. Brougham. Dec 18 at 12

White, Nicholas, Endymion ter, Finsbury pk. Pet Dec 3. Pepys. Dec 19 at 11

To Surrender in the Country.

Anderson, William, Norham, Berwick upon Tweed, Miller. Pet Dec 4. Daggett. Newcastle, Dec 20 at 2

Baker, James William, Chelmsford, Essex, Builder. Pet Dec 5. Duffield. Chelmsford, Dec 22 at 10.45

Clements, Jacob, Bristol, Licensed Victualler. Pet Dec 5. Harley. Bristol, Dec 19 at 2

Cotterell, George, Walsall, Stafford, Solicitor. Pet Dec 4. Clarke. Walsall, Dec 17 at 12

Davies, George, Over, nr Winsford, Chester, Grocer. Pet Dec 5. Speakman. Nantwich, Dec 22 at 10.30

Hayat, Selim Isaac, Manchester, Merchant. Pet Dec 3. Lister. Manchester, Dec 20 at 2

Knighton, Luke, Church Gresley, Derby, Grocer, Pet Dec 5. Hubbersty. Burton on Trent, Dec 19 at 2

Mallett, Robert Frederick, Norwich, Insurance Clerk. Pet Dec 4. Cooke. Norwich Dec 21 at 2

Nicholass, Robert, Greenwich, Kent, Baker. Pet Dec 4. Pitt-Taylor. Greenwich, Dec 18 at 1

Snelling, William, Caterham, Surrey, Butcher. Pet Dec 3. Rowland. Croydon, Dec 19 at 3

TUESDAY, Dec. 11, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Clench, Frederick Charles, Liverpool st, Brewer's Agent. Pet Oct 23. Murray. Dec 28 at 12

Cottrell, Frederick William, and Frederick Greening, William st. Camberwell, Chemical Manufacturers. Pet Dec 6. Pepys. Dec 28 at 12

Marney, Napoleon, Little Ilford, Essex, Builder. Pet Dec 7. Hazlitt. Dec 27 at 11

Richardson, William, Gt Marylebone st, Coffee house Keeper. Pet Dec 7. Hazlitt. Dec 27 at 12

To Surrender in the Country.

Beard, Enoch, Birmingham, Solitaire Manufacturer. Pet Dec 7. Parry. Birmingham, Dec 22 at 11

Cuninghame, Sir Charles A. Fairlie, Ryde, Isle of Wight. Pet Dec 5. Blake. Newport, Dec 22 at 11

Davies, John, Cardiff, Tailor. Pet Dec 8. Langley. Cardiff. Dec 21 at 12.30

Jeff, William, Middlesborough, York, Auctioneer. Pet Dec 7. Crosby. Stockton on Tees, Dec 28 at 11

King, James, Malva rd, Wandsworth, Builder. Pet Dec 4. Willoughby. Wandsworth, Jan 4 at 11

Reed, Edward, Hastings, Gent. Pet Dec 8. Young. Hastings, Dec 29 at 12

Schariach, Robert Ernst, and Archibald Christie, Bradford, Shipping Merchants. Pet Dec 7. Lee. Bradford, Dec 28 at 12.30

Tomkinson, Henry, Liverpool, Plumber. Pet Dec 7. Cooper, Liverpool, Dec 28 at 11

BANKRUPTCIES ANNULLED.

TUESDAY, Dec. 11, 1883.

Atkinson, Richard Norton, Church st, Chelsea, in no occupation. Dec 6

Nicholson, James, Liverpool, General Dealer. Dec 8

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 7, 1883.

Adamson, Francis Alfred, Nottingham, Machinist. Dec 21 at 3 at office of Lees, Severn chbrs, Middle pavement, Nottingham

Addison, Richard, Sedgley, Stafford, Grocer. Dec 20 at 3 at office of Addison, High st, Brierley hill

Ainley, Isaac, Wakefield, Carver. Dec 18 at 3 at office of Lodge, Townhall chbrs, King st, Wakefield

Allen, Wass, Heckmondwike, Woollen Spinner. Dec 21 at at office of Iveson and Macaulay, Heckmondwike

Annison, Alfred Thomas, Gorleston, Suffolk, Fishing Boat Owner. Dec 20 at 12 at office of Clarke, Regent st, Yarmouth

Antill, Alfred, Soho Hill, Stafford, Manufacturing Jeweller. Dec 20 at 12 at office of Burman and Rigby, Temple row, Birmingham

Atkin, Charles, Boston, Plumber. Dec 20 at 11 at office of Rice and Co, Main Ridge, Boston

Bachner, Ephraim Frank, Manchester, Hat Manufacturer. Dec 15 at 10.30 at office of Connor, King st, Manchester

Baker, Henry, Holly rd, Lordship lane, East Dulwich, Cowkeeper. Dec 14 at 3 at office of Chariton and Co, Queen Victoria st. Bassett, Fenwick rd, East Dulwich

Banfield, Henry, Weston super Mare, Licensed Victualler. Dec 20 at 12 at office of Chapman, Grove rd, Weston super Mare

Barr, James, Walsall, Licensed Victualler. Dec 20 at 11 at office of Stanley, Bridge st, Walsall

Beggs, David, Manchester, Haberdasher. Dec 20 at 3 at Grosvenor Hotel, Deansgate, Manchester. Ponsonby and Carlile, Oldham

Bell, Thomas, Kendal, Westmoreland, Grocer. Dec 19 at 11 at office of Bolton, Kent st, Kendal

Bishop, Amelia, Crewkerne, Somerset, Boot Dealer. Dec 21 at 12 at office of Sparks, East st, Crewkerne

Bodycoat, George, Birmingham, Bootmaker. Dec 19 at 3 at office of Horton and Redfern, Imperial chbrs, Colmore row, Birmingham

Bontoft, Samuel Seymour, Leake, Lincoln, Farmer. Dec 20 at 11 at office of Millington and Simpson, Wide Bargate, Boston

Browse, Nicholas Charles, Harp lane, Tower st, Ship and Insurance Broker Dec 21 at 3 at office of Hibberd and Co, King's Arms yard, Coleman st. Wrightson and Green, Gt St Helens

Challacombe, John, Newton Abbott, Devon, Painter. Dec 19 at 3 at office of Andrew, Bedford circus, Exeter. Harris, Exeter

Clayton, Joseph, Cleckheaton, York, Hawker. Dec 19 at 11 at office of Clough, Cleckheaton

Cohen, Philip, Lidfield rd, Newington Green, Boot Factor. Dec 20 at 2 at office of Laurence, Ely pl, Holborn

Collins, James, Newcastle on Tyne, Upholsterer. Dec 17 at 2 at office of Sewell, Grey st, Newcastle on Tyne

Corbin, Julien FitzCharles, Fenchurch bldgs, West Indian Commission Merchant. Dec 18 at 2 at office of Vallance and Co, Lombard house, George yd, Lombard st

Cork, Henry, Whitchurch, Salop, Plumber. Dec 19 at 11 at Royal Hotel, Crewe. Lisle, Audlem

Cude, William Jones, Wellington, Somerset, Builder. Dec 19 at 11 at office of Bond, Wellington

Cundell, Aaron, Rotherham, York, Spade and Shovel Maker. Dec 21 at 11 at office of Willis, Bank chbrs, Wellgate, Rotherham

Darch, William, Somerset, Shoeing Smith. Dec 17 at 11 at office of Reed and Cook, Paul st, Taunton

Darlington, Henry, Kidsgrove, Stafford, Butty Collier. Dec 19 at 3 at office of Sherratt, Market st, Kidsgrove

Davis, John, Leamington Priors, Warwick. Whitesmith. Dec 21 at 12 at office of Sanderson, Church st, Warwick

Douglas, George, Egremont, Cumberland, Innkeeper. Dec 21 at 11 at Wheat Sheaf Hotel, Egremont. Nelson, Egremont

Easby, John Rowland, Ulnaby, nr High Coniscliffe, Durham, Farmer. Dec 18 at 11 at office of Wooler. Priestgate, Darlington

Easterbrook, Edwin, Crediton, Devon, Carter. Dec 18 at 10.30 at office of Southcott, Post Office st, Bedford circus

Evans, Ann, Tattenhall, Chester, Provision Dealer. Dec 22 at 12 at office of Boydell and Co, Pepper st, Chester

Forsberry, Alfred, Leicester, Printer. Dec 20 at 11 at office of Gee, New st, Friar lane, Leicester

Fromelius, Charles Paul, Old Bond st, Furrier. Dec 21 at 12 at 83, Gresham Rexworthy, Cheapside

Gairdner, Edward James, and Joseph Gairdner, Craig's crt. Charing Cross, Auctioneers. Dec 27 at 2 at office of Lawrance and Co, Old Jewry chbrs

Gardner, John Robertson, Hednesford, Stafford, Stafford, Saddler. Dec 18 at 3 at office of Stratton, Queen st, Wolverhampton

Georgiadis, Apostolos, Manchester, Merchant. Dec 21 at 3 at office of Grundy and Co, Booth st, Manchester

Gillard, Henry, Bedminster, Somerset, Baker. Dec 18 at 12 at office of Richards, Corn st, Bristol. Paul, Bristol

Gray, John Proctor, Stockwell avenue, Brighton, Wine Merchant. Dec 21 at 12 at Queen's Hotel, Stephenson pl, Birmingham. Whitehouse, Wolverhampton

Greetham, John, Stanfield, Lincoln, Land Agent. Dec 21 at 3 at office of Toynbee and Co, Bank st, Lincoln

Griffiths, Thomas, West Bromwich, Stafford, Charter Master, Dec 20 at 11 at office of Jackson, High st, West Bromwich

Grigg, John, Dudley, Worcester, Horse Driver. Dec 18 at 3 at office of Ward, Wolverhampton st, Dudley

Hampson, Thomas, William Hampston, and Aaron Hampston, Gee Cross, Hat Makers. Dec 20 at 2 at office of Tweedale and Okell, Park Parade, Ashton-under-Lyne

Hare, Henry, Croydon, Surrey, Dairyman. Dec 20 at 3 at office of Fowler, 28, Borough High st, Southwark

Hearne, Frederick, Woodstone, Huntingdon, Butcher. Dec 19 at 10 at offices of Gaches, Cathedral Gateway, Peterborough

Hildyard, Christopher, Blackheath pk, Kent, Traveller. Dec 19 at 2 at office of Farlow and Jackson, St Benet pl, Gracechurch st

Hinton, John, jun, Welshampton, Salop, Publican. Dec 19 at 12.30 at Fox and Goose Hotel, Whitchurch. Etches, Whitchurch

Holdsworth, Joseph, James Harrison, and Joseph Kay, Shaw, Lancaster, Cotton Spinners. Dec 20 at 3 at office of Ascroft, Clegg st, Oldham

Hovey, John Thomas, Nottingham, Lace Manufacturer. Dec 21 at 11 at office of Watson and Co, Weekday cross, Nottingham

How, Thomas, George st, Mansion house, Wine Merchant. Dec 17 at 2 at Guildhall Coffee house, Gresham st. Clarke and Co, Gresham House, Old Broad st

Howard, Alfred Thomas, Bedford, Musician. Dec 28 at 12 at office of Webb, Waterloo pl, Pall Mall. Mitchell and Webb, Bedford

Howell, Thomas Marson, Stockwell rd, General Dealer. Dec 20 at 2 at office of Tippetts, Maiden lane, Queen st

Hurst, Stephen, Bridge avenue, Hammersmith, Builder. Dec 20 at 12 at St Michael's Hall, George yd, Lombard st. Comyns, Gresham House, Old Broad st

James, John, Saltley, Birmingham, Brick Manufacturer. Dec 19 at 3 at office of Parr, Colmore row, Birmingham

Jones, John, Bodfari, Flint, Grocer. Dec 19 at 2.30 at Albion Hotel, Chester. Davies and Roberts, Rhyl

Jones, William, Cardiff, Joiner. Dec 20 at 11 at office of Jenkins and Co, Philharmonic chbrs, Cardiff. Morgan, Cardiff
Jones, William, Liverpool, Grocer. Dec 27 at 2 at office of Knowles, Cook st, Liverpool
Jones, William George, Rhyl, Flint, Innkeeper. Dec 19 at 12 at Albion Hotel, Chester. Davies and Roberts, Rhyl
Kellam, Thomas, Leicester, Hosiery Manufacturer. Dec 20 at 3 at office of Hincks, Friar lane, Leicester
Kent, Garley, Northampton, Boot Manufacturer. Dec 18 at 3 at office of Andrew, Market sq, Northampton
Kilner, James Robert, Crewe, Chester, Milliner. Dec 20 at 11 at office of Hill, Market st, Crewe
King, William, Maidstone, Confectioner. Dec 19 at 11 at office of Beale and Co, King st, Maidstone
Kitchen, John, Bradford, Contractor. Dec 20 at 11 at 12, Piccadilly, Bradford. Berry and Co
Knapman, John, Cheriton, Devon, Farmer. Dec 20 at 11 at Castle Hotel, Castle st, Exeter. Orchard, Exeter
Knapton, Ebenezer, London rd, Brentford, Grocer. Dec 21 at 11 at office of Van Tromp, Essex st, Strand
Lassam, Frederick, High st, Dulwich, Baker. Dec 20 at 12 at office of Lovell, Union ct, Old Broad st
Lovat, Edward, Medomsley, Durham, Beerhouse Keeper. Dec 14 at 11 at office of of Welford, jun, Parliament st, Consett
Lowman, John Thomas, Portobello rd, Notting hill, Boot Merchant. Dec 18 at 3 at office of Philp, Basinghall st
Marshall, Absalom, Chippenham mews, Harrow rd, Carman. Dec 20 at 2 at office of Mackeson and Co, Lincoln's inn fields
Marston, Joseph, Leicester, Fruiterer. Dec 22 at 11 at office of Hincks, Friar lane, Leicester
Mawdsley, James, Prescot, Lancaster, Wine Merchant. Dec 20 at 2 at office of Banks and Kendall, North John st, Liverpool
McKinley, Peter, St Helens, Lancaster, Warehouseman. Dec 21 at 3 at Mitre Hotel, Old Cathedral yard, Manchester. Massey and Hains, Liverpool
Mead, Henry, Bradford on Avon, Wilts, Bootmaker. Dec 23 at 4 at 1, Abbey st, Bath. Francis, Bradford on Avon
Moysey, John, Ponsard rd, College pk, Harrow rd, Builder. Dec 28 at 2 at office of Maude, Lincoln's inn fields
Myers, Moss, Spital sq, Bishopsgate, Auctioneer. Dec 20 at 2 at 29a, Spital sq, Bishopsgate
Lienard, Karl Pierre, Farringdon st, Wine Merchant. Dec 19 at 3 at St Michael's Hall, George yd, Lombard st. Irvine and Hodges, Mark lane
Nicholson, Charlotte Hannah, Milnsbridge, York, Grocer. Dec 21 at 11 at office of Learoyd, Buxton rd, Huddersfield
Nicholson, Robert, Kingston on Hull, Brushmaker. Dec 15 at 11 at office of Spurr, Market pl, Hull
Notton, Henry Thomas, Hampstead rd, Hatter. Dec 20 at 3 at office of Harvey, Grecian chbrs, Devereux ct, Temple. Ashwin, Garden ct, Temple
Oakley, John, Smethwick, Stafford, Grocer. Dec 18 at 3 at office of Tyler and Tanner, Colmore row, Birmingham
Oliver, Matthias, Loudwater, Buckingham, Contractor. Dec 21 at 2 at office of Bliss, High Wycombe
Olner, James, Birmingham, out of business. Dec 15 at 11 at office of Plant, Cannon st, Birmingham
Parnum, Thomas, Worcester, Butcher. Dec 20 at 2 at office of Williams, Worcester chbrs, Pierpoint st
Parry, Alexander, Penygroes, Carnarvon, Grocer. Dec 21 at 2 at 7 Market st, Carnarvon. Turner and Co
Peacock, James, Darlington, Durham, Fish and Game Dealer. Dec 21 at 3 at office of Barron, High row, Darlington
Pickard, Edmund William, Gloucester, Timber Merchant. Dec 22 at 11 at Ram Hotel, Gloucester. Cooke, Gloucester
Pirrie, Samuel, Bridgwater, Somerset, Travelling Draper. Dec 20 at 12.30 at Grand Hotel, Broad st, Bristol. Chapman, Bridgwater
Plummer, Robert, Blackburn, Lancaster, Grocer. Dec 20 at 11 at office of Constantine, Exchange st, Blackburn
Potterton, William, Strood, Kent, out of business. Dec 19 at 3 at office of Cooper and Co, Lincoln's inn fields
Pratt, David, Birmingham, Thimble Maker, Dec 21 at 3 at 1, Newhall st, Birmingham. Thomas, Birmingham
Presdee, Edward, Kidderminster, Worcester, Boot and Shoe Dealer. Dec 20 at 2 at office of Buller and Co, Bennett's hill, Birmingham
Randolph, William, Olney st, Walworth, out of business. Dec 14 at 12 at office of Hird, Walworth rd
Ratcliff, John, Ipswich, Plumber. Dec 28 at 1 at office of Morley and Shirreff, Gresham House, Old Broad st. Pollard, Ipswich
Rheims, Francis Henry de, Portsea, Schoolmaster. Dec 19 at 3 at office of Cousins and Burbidge, St Thomas st, Portsmouth
Richardson, Harold Slingsby Duncombe, Stoke upon Trent, Barrister at Law. Dec 14 at 11 at office of Hales, Cheapside, Hanley
Robertson, George, Hodnet, Salop, Beerhouse Keeper. Dec 20 at 11 at Corbet Arms Hotel, Market Drayton. Pearson, Market Drayton
Robinson, Mary, Filey, York, no occupation. Dec 14 at 3 at office of Appleyard, Huntress row, Scarborough
Rodwell, William, Grosvenor Market, Berkeley sq, Builder. Dec 19 at 3 at 269, High Holborn. Lomax, Haymarket
Round, Joseph, Oldbury, Worcester, Beerhouse Keeper. Dec 21 at 3 at office of Bonser, Church st, Oldbury
Rumball, William Le vis, Euston sq, Fine Art Dealer. Dec 15 at 12.30 at office of Durand, Guildhall chbrs
Russom, Thomas, Leeds, Bicycle Manufacturer. Dec 18 at 3 at office of Harland, South parde, Leeds
Saunders, Charles, Hinton rd, Camberwell, Newsagent. Dec 11 at 2 at 55, Chancery lane. Knight, Quality ct, Chancery lane
Sclater, James, and Alfred Procter, Newcastle upon Tyne, Corn Merchants. Dec 18 at 11 at office of Watson and Dendy, Pilgrim st, Newcastle upon Tyne
Sereno, Haim, Cheetham, Lancaster, Grocer. Dec 19 at 11 at office of Preston and Young, King st, Manchester
Sheldon, Thomas, Isaac Strothers, and William Henry Butler, Wolverhampton, Soap Manufacturers. Dec 20 at 10.15 at office of Rudland, Queen st, Wolverhampton
Shepherd, Edward, Norfolk ter, Westbourne grove, House Decorator. Dec 17 at 2 at office of Nokes, Basinghall st
Short, Johnson, Chesterfield, Derby, Tanner. Dec 20 at 3 at office of Stanton, New sq, Chesterfield
Skinner, James, Bollo lane, Chiswick, Builder. Dec 15 at 2 at office of Herington, Annandale rd, Chiswick
Sleet, Thomas, Newcastle upon Tyne, Boot Manufacturer. Dec 19 at 11 at office of Robinson, Grey st, Newcastle upon Tyne
Spary, Edward, Brighton, Nurseryman. Dec 20 at 11.30 at office of Cooper and Williams, Middle st, Brighton
Stanley, Isabella Anna Maria, Exmouth, Devon, Lodging house Keeper. Dec 19 at 10 at office of Southcott, Post Office st, Bedford circus, Exeter. Hamilton, Exmouth
Steeper, John, Spaldington, York, Farmer. Dec 17 at 12 at office of Green, Howden
Summers, Richard, Stockton, Salop, Farmer. Dec 18 at 12.30 at Crown Hotel, Bridgnorth. Phillips and Co, Shifnal
Taylor, Thomas Richard, Daglingworth, Gloucester, Butcher. Dec 19 at 3 at Three Horse Shoes Inn, Cirencester. Lovett, Cricklade
Thompson, William, Coventry, Watch Finisher, Dec 21 at 11 at office of Farish, Smithford st, Coventry
Watts, Robert Bellamy, Peterborough, Northampton, Baker. Dec 19 at 3 at office of Gaches, Cathedral Gateway, Peterborough
White, James, Birmingham, Dentist. Dec 20 at 3 at office of Burton, Union passage, Birmingham
Whitehead, John, Leeds, Butcher. Dec 21 at 3 at office of Routh, Commercial bldgs, Park row, Leeds. Emsley, Leeds
Widdowson, George, Aston, Warwick, Builder. Dec 21 at 12 at office of Pointon, Temple row West, Birmingham
Wise, William John, Tipton, Stafford, Licensed Victualler. Dec 20 at 3 at office of Homfray and Holberton, High st, Brierley hill
Wood, Edward, Haughton-le-Skerne, Durham, Farm Labourer. Dec 21 at 11 at office of Barron, High row, Darlington

TUESDAY, Dec. 11, 1883.

Allin, William, Burgess Hill, Sussex, Pork Butcher. Dec 24 at 3.30 at office of Fowler and Co, Ship st, Brighton
Allnutt, Zechary James, and George Samuel Horsley, Wolsey rd, Teddington, Ironmongers. Jan 2 at 2 at Arbitration Room, Victoria chbrs, Chancery lane. Lambert, Bedford row
Austin, Robert, Yardley, Worcester, Salesman. Dec 21 at 3 at office of Jaques, Temple row, Birmingham
Banner, Ebenezer, Birmingham, Picture Dealer, Dec 21 at 12 at office of Rocks and Gateley, Bennett's hill, Birmingham
Barnes, William, Sutton, Surrey, Mineral Water Maker. Dec 28 at 3 at office of Antill, Gresham bldgs, Guildhall
Beaumont, Anna Cross, Liverpool, Wool Dealer. Dec 28 at 2 at office of Collins and Co, Union crt, Castle st
Birks, Levi, Longton, Stafford, Beerhouse Keeper. Dec 21 at 11 at office of Kent, Chancery lane, Longton
Bishop, William, Newbury, Berks, Oilman. Dec 22 at 11 at Queen's Hotel, Newbury. Lucas, Newbury
Blackbrough, Matthew, Tredegar rd, Bow, Greengrocer. Dec 22 at 11 at office of Hammack, Finsbury circus
Blackmore, Thomas William, and Tom Phillips, Aldersgate st, Tailors. Dec 19 at 2 at office of Parker and Ponsford, Finsbury pavement
Blake, Charles Robert, Bristol, Ironmonger. Dec 19 at 12 at office of Nurse, Corn st, Bristol
Boon, James, West Brighton, Undertaker. Dec 24 at 2.15 at office of Fowler and Co, Ship st, Brighton
Bosworth, Henry, Burslem, out of business. Dec 20 at 2.30 at office of Griffith, Ironmarket, Newcastle under Lyme
Bridgewater, Henry O'Connor, Leicester, Boot Manufacturer. Dec 24 at 12 at office of Burgess and Williams, Berridge st, Leicester
Cammer, Lewis, Manchester, Cloth Cap Manufacturer. Dec 20 at 3 at office of Nuttall, John Dalton st, Manchester
Chapman, De Wykeham, Edgware rd, Grocer. Dec 20 at 2.30 at Guildhall Tavern, Gresham st. Reynolds, Furnival's inn
Clark, William Charles Smeaton, Gladstone rd, New Wimbledon, Licensed Victualler. Dec 20 at 3 at 1a, Old Serjeant's inn, Chancery lane. Willis, St Martin's ct, Leicester sq
Coates, Sarah Jane, Leeds, Boot Dealer. Dec 24 at 10.30 at office of Child, East parade, Leeds
Cockcroft, Thomas Marsden, Langley Moor, Durham, Travelling Draper. Dec 21 at 3 at office of Proud, Market pl, Bishop Auckland
Coles, George, Ilchester, Somerset, Draper. Dec 21 at 12 at Chough's Hotel, Yeovil. Tuson, Ilchester
Comport, Charles Richard, Southampton, Builder. Dec 19 at 12 at office of Perkins and Hepherd, Albion ter, Southampton
Cooper, Cuthbert, Norton Woodseats, Derby, Ironmonger. Dec 21 at 3 at Law Society, Hoole's chbrs, Bank st, Sheffield. Pierson, Sheffield
Coppard, George, Love lane, Fish Salesman. Dec 20 at 2 at Masons' Hall Tavern, Masons' avenue. Ayers, Coleman st
Cox, William, Pall Mall, Dealer and Valuer. Dec 21 at 3 at office of Graham, Chancery lane
Crook, William, Wootton Rivers, Wilts, Farmer. Dec 22 at 3 at Aldesbury Arms Hotel, Marlborough. Merrimans and Gwillim, Marlborough
Crossland, John William, Beverley, York, Painter. Dec 21 at 11 at office of Leak and Co, Bowlalley lane, Kingston upon Hull
Davenport, William Barnett, Macclesfield, Stock dealer. Dec 27 at 3 at office of Barclay and Henstock, Exchange chbrs, Macclesfield
Dawdry, Frederick Walter, Chapman rd, Victoria pk, Grocer. Dec 22 at 11 at office of Brett, Mincing lane
Derry, Charles Edward, and Davey Derry Hubbard, Plymouth, Coal Merchants. Dec 22 at 10.30 at Inns of Court Hotel, Holborn. Derry, Plymouth
Diamond, William Francis, Manchester, Townsman. Dec 20 at 3 at office of Rawes, Bexley sq, Salford
Dickinson, Charles, Old Kent rd, out of business. Dec 22 at 2 at Masons' Hall Tavern, Masons' avenue
Dixon, William Clarke, Basingstoke, Hants, Engineer. Dec 28 at 11.30 at Black Boy Hotel, Church st, Basingstoke. Adams and Co, Winchester
Dobson, Charles Frederick, Maidstone, Watchmaker. Dec 28 at 2 at Cannon st Hotel. Beale and Co, Maidstone
Dugdale, Edwin, Liverpool, Mineral Water Maker. Dec 24 at 2 at office of Pride, North John st, Liverpool
Eddels, Frederick, Stroud, Gloucester, Carpenter. Dec 22 at 1 at Swan Hotel, Stroud. Jackson, Gloucester
Fellows, Benjamin, Deepfields, Stafford, Licensed Victualler. Dec 21 at 3 at office of Stokes and Hooper, Priory st, Dudley
Field, William, Dudley, Worcester, out of business. Dec 21 at 11 at office of Davies, Union st, Dudley
Fletcher, James, Dudley, Worcester, Grocer. Dec 22 at 10.30 at office of Stokes and Hooper, Priory st, Dudley
Gale, David, Tonbridge, Kent, Boot and Shoe Maker. Dec 24 at 12 at office of Pannell and Co, Basinghall st. Palmer, Tonbridge
Gibbens, John, Taunton St James, Somerset, Innkeeper. Dec 20 at 11 at office of Reed and Cook, Paul st, Taunton
Gilbert, George, Gt St Helens, Merchant. Dec 19 at 11 at St Michael's Hall, George yd, Lombard st
Goodman, Frederick, Holcut, Bedford, Miller. Dec 20 at 2 at office of Tanqueray, Ampthill
Goodyear, Thomas Henry, Alverthorpe, nr Wakefield, York, Grocer. Dec 22 at 11 at office of Kemp, Barstow sq, Wakefield
Griffin, John George, Taunton, Somerset, Railway Time Keeper. Dec 21 at 11 at George Hotel, Chard. Reed and Cook, Taunton
Griffiths, Griffith David, Ferndale, Glamorgan, Draper. Dec 21 at 12 at office of Collins, Broad st, Bristol. Morgan and Rhys, Pontypridd

Crichton, James, Leverton st, Kentish Town rd, Gilder. Dec 20 at 2 at office of Fenton and Phillips, Worship st, Finsbury
Gullick, James, Shepherd's Bush rd, Plumber. Dec 21 at 2 at office of Smith, Gt James st, Bedford row
Haas, Morris De, Rendlesham rd, Clapton, out of business. Dec 31 at 2 at office of Porter, Basinghall st
Hargrave, George, Shareshill, nr Wolverhampton, Market Gardener. Dec 22 at 3 at office of Willcock, North st, Wolverhampton
Harvey, William, Brighton, Bookseller. Dec 28 at 12 at office of Ingoldby and Buckley, Finsbury sq. Nye, Brighton
Hatton, John, West Dean, Gloucester, Innkeeper. Dec 27 at 12.30 at Feathers Hotel, Lydney. Goold, Newnham
Hermann, Edward, Stratford, Cheesemonger. Dec 21 at 3 at office of Kisbey, Cheapside
Higgins, John Thomas, Nottingham, Upholsterer. Dec 28 at 3 at office of Bright, Pepper st, Nottingham
Hildred, Robert, Wakefield, York, Corn Miller. Dec 24 at 3 at office of Kemp, Barstow sq, Wakefield
Hitchcock, James, Wellington, Somerset, Mason. Jan 2 at 3 at office of Bond, Wellington
Hitchman, William, jun., Nunhead lane, Dairyman. Dec 24 at 3 at office of Christmas, Walbrook
Hoare, Richard Gurney, and Henry Mower, Commercial rd, Pimlico, Planing Mills Proprietor. Dec 24 at 11 at Cannon st Hotel, Cannon st. Miller and Co, Salters' Hall court
Hodkinson, John, Wigan, Lancaster, Draper. Dec 22 at 11 at Mitre Hotel, Cathedral yard, Manchester. Parkerson, Wigan
Hole, Charles Joseph, Bristol, Auctioneer. Dec 21 at 2 at office of Burges and Co, St Stephen st, Bristol
Hopkinson, William Henry, William Hughes Rose, and Frederick William Walsh Bradford, Brassfounders. Dec 22 at 10 at office of Peel and Co, Chapel lane, Bradford
Hudson, William, Birmingham, Plumber. Dec 21 at 3 at office of Wright and Marshall, New st, Birmingham
Hunter, James, Liverpool, out of business. Dec 27 at 2 at office of Collins and Co, Union crt, Castle st, Liverpool
Kensett, Reuben, Horsham, Sussex, Farmer. Dec 28 at 12 at Crown Hotel, Carfax, Horsham. Moss, Gracechurch st
Kickbride, Isaac, Whitehaven, Cumberland, Joiner. Dec 24 at 12 at office of Chapman, Scotch st, Whitehaven
Kriaks, William, Birmingham, Jewel Case Maker. Dec 19 at 12 at office of Parry, Colmore row, Birmingham
Kyte, Charles, junr, East India Avenue, Leadenhall st, Merchant. Dec 28 at 12 at office of James and Edwards, Coleman st. Simpson and Cullingford, Gracechurch st
Lancaster, John, Liverpool, Estate Agent. Dec 22 at 11 at office of Collins, Harrington st, Liverpool
Leighton, Edwin, Walsall, Ironmonger. Dec 22 at 11 at office of Stanley, Bridge st, Walsall
Lees, Stephen, Longton, Stafford, Fish Merchant. Dec 32 at 11 at office of Kent, Chancery lane, Longton
Lewis, William Ellwood, Gloucester, Draper. Dec 24 at 2 at office of Franklin, Berkeley st, Gloucester
Lowe, Frederick, Long Eaton, Derby, of no occupation. Dec 24 at 11 at office of Truman, Poultry arcade, Nottingham
Lye, Robert Bevan, Tunbridge Wells, General Dealer. Dec 28 at 1 at office of Bell and Burchnall, Essex st, Strand
Martin, Charles Thomas, Reading, Jobmaster. Dec 24 at 12 at office of Newnam, Friar st, Reading
May, Robert, Gt Torrington, Devon, Innkeeper. Dec 19 at 12 at King's Arms Hotel, Barnstaple. Small, Bideford
McWilliam, William, Ulverston, Lancaster, Draper. Dec 28 at 11 at Temperance Hall, Ulverston. Pearson, Ulverston
Meares, Rev John, Lambston, Pembroke, Clerk in Holy Orders. Dec 20 at 11 at office of Eaton and Co, High st, Haverfordwest
Moffatt, Alfred, Mirfield, Grocer. Dec 24 at 3 at Gt Northern Ry Hotel, Leeds. Rhodes, Halifax
Mosley, George, Sheffield, Knife Cutler. Dec 21 at 11 at Law Society, Hoole's chbrs, Sheffield. Smith and Co, Sheffield
Nathan, Edward, and Lewis Nathan, Sutton, Builders. Dec 24 at 3 at Greyhound Hotel, Croydon. Clark, Walbrook
Pennington, Charles Benjamin, Charles Henry Pennington, and Ernest Pennington, Richmond, Auctioneers. Dec 20 at 2 at office of Henderson, Moorgate st bldgs, Moorgate st. Pritchard and Sons, Gracechurch st
Perry, Edwin Charles, Exeter, Ironmonger. Dec 24 at 11 at Craven Hotel, Craven st, Strand. Lawless, Exeter
Piercy, George, Little Ousburn, York, out of business. Dec 24 at 11.30 at office of Bateson and Hutchinson, Harrogate
Popple, Abraham, Sheffield, Builder. Dec 22 at 11 at office of Smith and Co, Meetinghouse lane, Bank st, Sheffield
Poulter, William Copley, York, Innkeeper. Dec 20 at 2 at Railway Commercial Hotel, Church Fenton. Rhodes, Sherburn, nr South Milford
Powell, Benjamin, Heeley, nr Sheffield, Builder. Dec 21 at 10.30 at Law Society, Hoole's chbrs, Bank st, Sheffield. Swift and Ashington, Sheffield
Powell, George, Station parade, South Ealing, Bootmaker. Dec 20 at 3 at office of Knight, Quality ct, Chancery lane
Preece, Joseph, Church st, Twickenham, Butcher. Dec 21 at 12 at office of Langton, Queen Victoria st
Pusey, James Samuel, High Wycombe, Carpenter. Dec 27 at 2 at office of Batting, Southampton st, Strand
Ram, John, Mathon, Worcester, Farmer. Dec 21 at 3 at office of Lambert, Holyrood ter, Gt Malvern
Reed, James Alfred, Neath, Boot Manufacturer. Dec 21 at 11 at office of Davies, Alma pl, Neath
Richardet, Gustave, Manchester, Publisher. Dec 24 at 11 at office of Astbury and Eckersley, Cross st, Manchester. Gooden, Manchester
Robinson, Henry, Wolverhampton, Stafford, Coal Merchant. Dec 24 at 11 at office of Higgs, Queen st, Wolverhampton
Sales, John, and Thomas Sales, Edenbridge, Kent, Builders. Dec 24 at 3 at Edenbridge Coffee Palace, Edenbridge. Richardson, Edenbridge
Salt, Thomas Partridge, and Ashton Trow Salt, Birmingham, Anatomical Mechanicians. Dec 28 at 12 at office of Powell and Browett, Colmore row, Birmingham
Scott, Henry, Putney, Surrey, Grocer. Dec 20 at 2 at 8, Railway approach, Southwark. Styer, Threadneedle st
Shatford, Charles, Market Harborough, Leicester, Boot and Shoe Dealer. Dec 24 at 11 at office of Curtis, Halford st, Leicester
Shaw, Daniel, Latymer rd, Notting hill, Draper. Dec 20 at 3 at office of Lomas and Co, Old Jewry chbrs. Harrison, Richmond gdns, Shepherd's Bush
Shephard, John Thomas, Skirbeck, Lincoln, Farmer. Dec 28 at 11 at office of Rice and Co, Main Ridge, Boston
Sigley, William, Salford, nr Manchester, Grocer. Dec 24 at 11 at office of Hewitt and Co, Princess st, Manchester
Simpson, James Robert, Sheffield, Carpet and Floorcloth Factor. Dec 24 at 3 at Law Society, Hoole's chbrs, Bank st, Sheffield. Greaves, Sheffield
Soper, John, Bristol, Bill Discounter. Dec 22 at 12 at office of Bedell, College green, Bristol
Spence, Robert Murray Longmore, Beckenham, Kent, Gent. Dec 28 at 3 at office of Vallance and Vallance, Essex st, Strand
Stacey, William Turton, and James Herbert Stacey, Sheffield, Hatters. Dec 24 at 2 at office of Webster and Styring, Hartshead, Sheffield
Stanhope, John, and Nathaniel Stanhope, Guiseley, nr Leeds, Watchmakers. Dec 27 at 11 at Commercial Inn, Guiseley. Malcolm, Yeadon, nr Leeds
Swallow, Benjamin Henry, Swallow st, Piccadilly, Licensed Victualler. Dec 24 at 11 at Ashley's Covent Garden Hotel, Henrietta st. Button and Co, Henrietta st, Covent garden
Swindin, Joseph, Clayworth, Notts, Farmer. Dec 22 at 11 at office of Newton and Co, The Square, East Retford
Tarner, Paul, Kidsgrove, Stafford, General Dealer. Jan 3 at 3 at North Stafford Hotel, Stoke on Trent. Sherratt, Kidsgrove
Taylor, Mark, Wolverhampton, Commercial Traveller. Dec 24 at 3 at office of Stratton, Queen st, Wolverhampton
Taylor, Thomas, Northwich, Chester, Grocer. Dec 21 at 11 at office of Cowl, South John st, Liverpool
Thimbleby, Henry John, Barnett, Draper. Dec 21 at 3 at office of Nicholls and Leatherdale, Old Jewry chbrs. Piesse and Son, Old Jewry chbrs
Venn, Theophilus Henry, Bolton, Hotel Keeper. Dec 24 at 11 at office of Balshaw, Nelson sq, Bolton
Virgo, William, Notting hill, Oilman. Dec 24 at 2 at office of Lee, Gresham bldngs, Basinghall st
Ward, Maria, Banninghall, Salop, Licensed Victualler. Dec 22 at 11.30 at Talbot Hotel, Wolverhampton. Phillips and Co, Shifnal
Wickens, Albert Robert, Heathfield, Sussex, Grocer. Dec 21 at 11 at the Camden Hotel, Tunbridge Wells. Burton, Tunbridge Wells
Williams, Samuel Henry, Liverpool, Cotton Broker. Dec 28 at 3 at office of Harmood and Co, North John st, Liverpool. Goffey and Co, Liverpool
Williams, William, Merthyr Tydfil, Draper. Dec 21 at 12 at office of Beddoe, Merthyr Tydfil
Wilson, Benjamin George, Oxford, Commission Agent. Dec 28 at 2 at office of Elliott, Cornmarket st, Oxford
Wise, James, St Neots, Huntingdon, Chemist. Dec 24 at 12 at Inns of Court Hotel. Maule
Witty, Frederick Henry, Kingston upon Hull, Seedsman. Dec 21 at 3 at office of Green, Manor st, Kingston upon Hull
Wood, John, Belstone, Devon, Builder. Dec 22 at 3 at White Hart Hotel, Okehampton. Prickman, Okehampton
Woodford, Charles, Northampton, Boot Manufacturer. Dec 22 at 3 at County Court bldgs, Northampton. Andrew, Northampton
Woodward, George, Aberdare, Horse Dealer. Dec 22 at 12 at office of Beddoe, Merthyr Tydfil
Wren, Jabez Wright, Helston, Cornwall, Painter. Dec 22 at 11 at office of Dale, Helston
Wyman, William Webster, Wolverhampton, Confectioner. Dec 21 at 11 at office of Dallow, Queen st, Wolverhampton

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